



MARIN COUNTY TRANSIT DISTRICT BOARD OF DIRECTORS

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Webinar ID: 879 7268 3373

Monday, November 7, 2022

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Webinar ID: 879 7268 3373

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- To provide written public comment prior to the meeting, please email info@marintransit.org or use the comment form available at <https://www.marintransit.org/meetings> to submit your meeting-related comments on this agenda. Please submit your comments no later than **5:00 P.M. Sunday, November 6, 2022** to facilitate timely distribution to the Board of Directors. Please include the agenda item number you are addressing and include your name and address. Your comments will be forwarded to the Board of Directors and will be included in the written public record.
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- Public commenting during public meetings is limited to two minutes per speaker unless a different time limit is announced. The Board President may limit the length of comments during public meetings due to the number of persons wishing to speak or if comments become repetitious or irrelevant.

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MARIN COUNTY TRANSIT DISTRICT BOARD OF DIRECTORS

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Webinar ID: 879 7268 3373

AGENDA

Monday, November 7, 2022

10:00 a.m. Convene as the Marin County Transit District Board of Directors

1. Open Time for Public Expression
(Limited to two minutes per speaker on items not on the District's agenda)
2. Board of Directors' Matters
3. General Manager's Report
 - a. General Manager's Oral Report
 - b. [Monthly Monitoring Report: August 2022](#)
4. Consent Calendar
 - a. [Minutes for October 3, 2022 Board Meeting](#)
 - b. [Adoption of Resolution 2022-14 Allowing for Continued Remote Public Meetings Under State Assembly Bill \(AB\) 361](#)
 - c. [Consideration of Compensation Increase for General Manager](#)
 - d. [Revised Marin Transit Procurement Policies and Procedures](#)
 - e. [Purchase Agreement with A-Z Bus Sales, Inc. for Replacement of Ten Accessible Vehicles](#)
 - f. [Contract with Arntz Builders, Inc. for the Construction of Fencing and Landscaping Improvements at 600 Rush Landing.](#)
 - g. [Board Calendar for 2023](#)

Recommended Action: Approve.
5. [Annual Update on School Services](#)
Recommended Action: Information Only.
6. [Muir Woods Shuttle Update](#)
Recommended Action: Information Only.

Adjourn



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Late agenda material can be inspected in the office of Marin Transit, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. The office is located at 711 Grand Avenue, Suite 110, San Rafael, CA 94901.

In case of Zoom outage dial 515-604-9094. Meeting ID: 142-334-233

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Material de agenda de última hora puede ser inspeccionado en la oficina de Marin Transit, entre las horas de 8:00 am y 5:00 pm. La oficina está ubicada en 711 Grand Avenue, Suite 110, San Rafael, CA 94901.

En caso de interrupción de Zoom, marque al 515-604-9094. ID de Reunión 142-334-233



711 grand ave, #110
san rafael, ca 94901

ph: 415.226.0855
fax: 415.226.0856
marintransit.org

November 7, 2022

Honorable Board of Directors
Marin County Transit District
3501 Civic Center Drive
San Rafael, CA 94903

SUBJECT: General Manager Report – Monthly Report: August 2022

Dear Board Members:

board of directors

stephanie moulton-peters
president
supervisor district 3

katie rice
vice president
supervisor district 2

eric lucan
2nd vice president
city of novato

judy arnold
director
supervisor district 5

kate colin
director
city of san rafael

damon connolly
director
supervisor district 1

dennis rodoni
director
supervisor district 4

brian colbert
alternate
town of san anselmo

RECOMMENDATION: This is a recurring information item.

SUMMARY: The attached monthly report provides an overview of Marin Transit operations for the monthly period ending August 31, 2022. The monthly reports summarize statistics on the performance of Marin Transit services and customer comments.

Overall systemwide ridership in August 2022 increased by 33.6 percent compared to August 2021, which represents a 15.3 percent decrease from the pre-COVID ridership in August 2019 and a 10.1 percent increase from July 2022.

Ridership on fixed-route services increased by 35.1 percent from the prior year, which is a 13.5 percent decline compared to pre-COVID in August 2019. Ridership on Marin Access services increased by 3.3 percent compared to August 2021, which represents a 54.7 percent decline from August 2019. August 2022 was the thirtieth month of ridership affected by the ongoing COVID-19 global pandemic.

Additional detailed analyses of system performance and trends are provided in separate quarterly and annual reports, including route-level statistics and financials. These reports are available on the District's website at <https://marintransit.org/service-performance-and-reports>.

FISCAL/STAFFING IMPACT: None associated with this report.

Respectfully submitted,

Nancy Whelan
General Manager

Attachments: August 2022 Customer Feedback, Ridership Reports

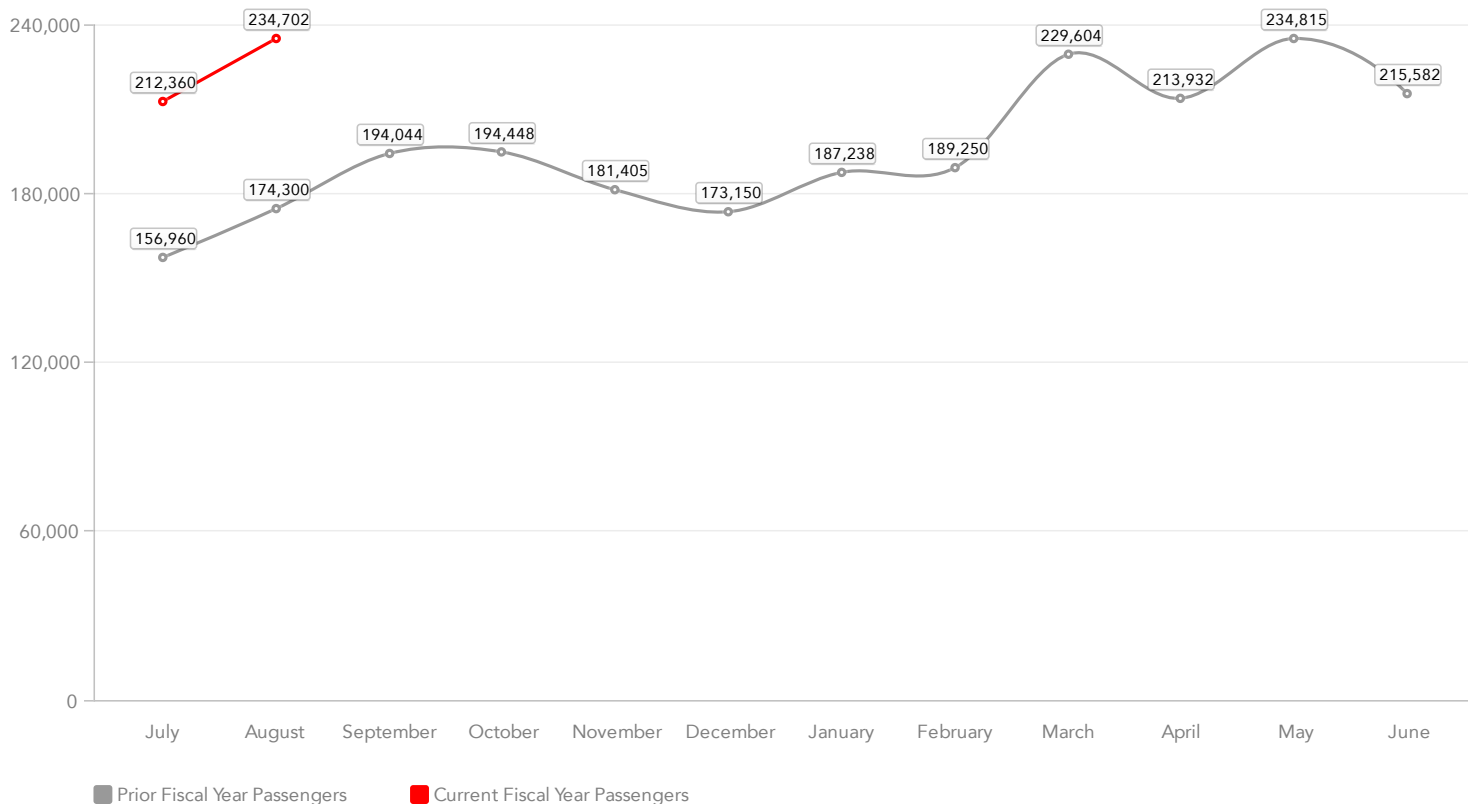


Month: August 2022		Program							Total
Category	Fixed-Route Local	Fixed-Route Shuttle	Stagecoach & Muir Woods	Supplemental & Yellow Bus	Demand Response	Mobility Management	Systemwide		
Commendation	1	0	1	0	1	0	0	3	
Service Delivery Complaint	38	15	2	1	6	0	4	66	
Accessibility	1	0	0	0	0	0	0	1	
Driver Conduct Complaint	10	2	1	0	2	0	0	15	
Driving Complaint	5	2	0	0	1	0	1	9	
Early Trip	1	0	0	0	0	0	0	1	
Equipment Issue	1	0	0	0	0	0	0	1	
Farebox	0	0	0	0	0	0	0	0	
Late Trip	3	2	1	0	0	0	3	9	
Missed Connection	0	0	0	0	0	0	0	0	
Missed Trip	1	1	0	0	2	0	0	4	
No-Show	5	6	0	1	1	0	0	13	
Off-Route	1	0	0	0	0	0	0	1	
Pass-Up Complaint	10	2	0	0	0	0	0	12	
Service Structure Complaint	6	5	0	0	3	2	3	19	
Bus Stop Improvement Request	1	0	0	0	0	0	1	2	
Fares	0	0	0	0	0	0	0	0	
Other Complaint	2	1	0	0	2	0	1	6	
Scheduling Complaint	2	1	0	0	1	2	0	6	
Service Improvement Suggestion	1	3	0	0	0	0	1	5	
Safety Complaint	0	0	0	0	0	0	0	0	
Total Service Hours	9,946	3,567	2,160	186	2,742	-	18,689	18,689	
Commendations per 1,000 Hours	0.1	0.0	0.5	0.0	0.4	-	0.0	0.2	
Complaints per 1,000 Hours	4.4	5.6	0.9	5.4	3.3	-	0.4	4.5	
Total Passengers	177,964	26,942	19,179	4,688	5,469	1,103	241,274	241,274	
Commendations per 1,000 Passenger	0.0	0.0	0.1	0.0	0.2	-	0.0	0.0	
Complaints per 1,000 Passengers	0.2	0.7	0.1	0.2	1.6	-	0.0	0.4	

FISCAL YEAR MONTH
2023 All

Year-to-Date Ridership Trends

Fixed-Route Passengers (incl. Yellow Bus) by Month



Demand Response Passengers by Month

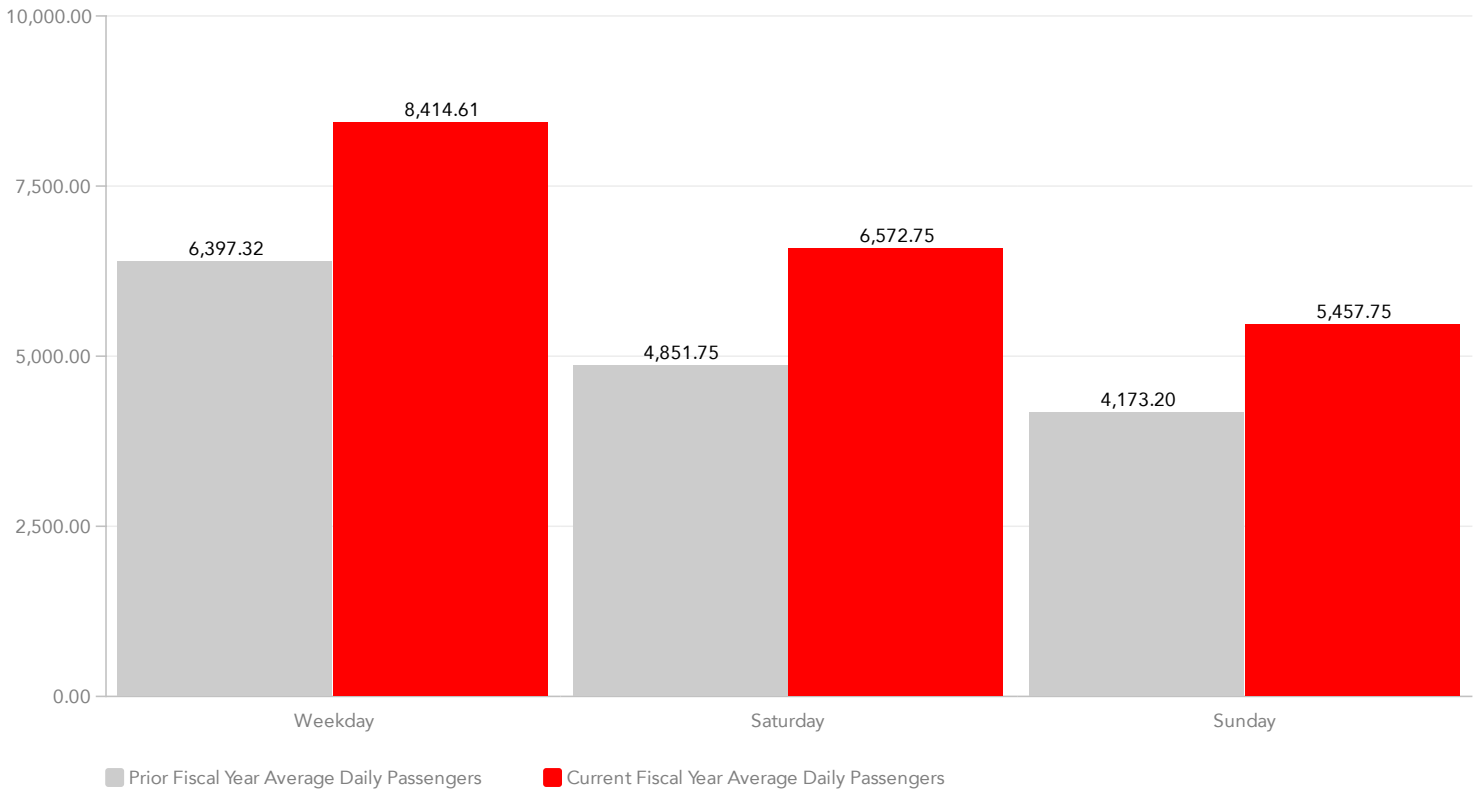


Monthly Comparison

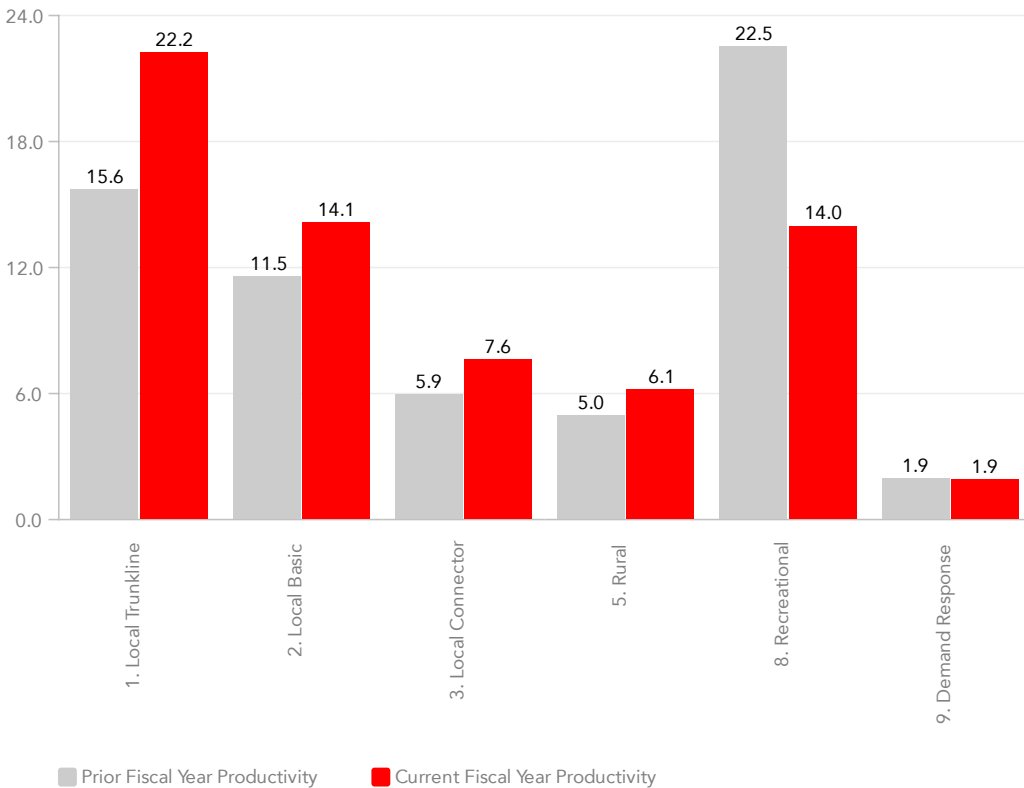
MONTH

Aug

Average Systemwide Daily Passengers



Productivity (pax/hr) by Typology



Route Typologies

- 1. Local Trunkline:
Routes 35, 36, 71X
- 2. Local Basic:
Routes 17, 22, 23, 23X, 29, 49
- 3. Local Connector:
Routes 219, 228, 233, 245, 251, 257
- 5. Rural:
Routes 61, 68
- 8. Recreational:
Routes 66/66F
- 9. Demand Response:
Local Paratransit, Novato Dial-A-Ride,
Rural Dial-A-Ride

REGULAR MEETING OF THE MARIN COUNTY TRANSIT DISTRICT BOARD OF DIRECTORS

Held Monday, October 3, 2022 at 10:00 A.M.

Roll Call

Present: President Moulton-Peters, Vice President Rice, Second Vice President Lucan, Director Rodoni, Director Colbert

Absent: Director Colin, Director Arnold, Director Connolly

Director Colbert was in attendance as a voting member.

Until further notice the Marin County Transit District meetings will not be providing an in-person meeting location for the public to attend. Members of the public are encouraged to participate remotely via Zoom.

Board President Moulton-Peters opened the meeting at 10:01 A.M.

1. [Open Time for Public Expression](#)

President Moulton-Peters asked if any member of the public wished to speak.

Matt Hochstetler stated he is frustrated with low ridership levels on many buses. He suggested staff generate a list of buses with less than five riders and consider eliminating those buses. Mr. Hochstetler believed that the funds spent on those buses should be reallocated to other tasks or routes. That way, money could be saved, labor could be reallocated, pollution could be reduced, and traffic could be minimized.

{Damon Connolly Present at 10:04 AM}

President Moulton-Peters encouraged Mr. Hochstetler to stay in the Board meeting through the sixth Board item, the annual system performance report. President Moulton-Peters asked General Manager Nancy Whelan to respond to Mr. Hochstetler's comment.

Ms. Whelan stated that the District regularly evaluates route performance. Ms. Whelan emphasized that the sixth Board item will provide a route-by-route analysis.

2. [Board of Directors' Matters](#)

President Moulton-Peters asked if any member of the Board wished to speak.

Director Colbert drew attention to a report from the San Francisco Chronicle, which involved journalists attempting to ride every transit system in the Bay Area, including Marin Transit. The report reflected positively upon Marin Transit.

3. [General Manager's Report](#)
 - a. [General Manager's Oral Report](#)
 - b. [Monthly Monitoring Report: June 2022](#)
 - i. [Item 3b – Staff Report](#)

General Manager Nancy Whelan introduced Marin Transit's new Accounting Analyst, Grisel Martinez. President Moulton-Peters welcomed Ms. Martinez to Marin Transit.

Ms. Whelan reported on the Transit Month activities from September. On September 16, there was a General Manager Ride-Along and Summer Social, with eleven local transit leaders. On September 28, as was earlier introduced by Director Colbert, the San Francisco Chronicle sponsored a Total Transit Ride, during which several journalists rode seventeen of the Bay Area's transit systems.

Ms. Whelan also noted the Transportation Authority of Marin (TAM)'s new Marin Commutes Rewards Program for those who walk, bike, carpool, or take transit to work.

Ms. Whelan announced that TAM has recommended the District's application for One Bay Area Grant 3 (OBAG 3) funds. The funds will be allocated toward the District's Transit Corridor Improvement Project. Ms. Whelan stated the goals of the project, listed the target corridors, and gave details on funding amounts.

Ms. Whelan illustrated how supply chain issues, as well as rising costs, have impacted the District.

Ms. Whelan stated that the District's July 2022 ridership is 82 percent of what it was in July 2019. She contrasted the ridership figure to other Bay Area transit operators' June 2019 and June 2022 ridership. She compared the total number of July 2022 riders across eighteen Bay Area transit operators.

Overall systemwide ridership in July 2022 increased by 34.1 percent compared to July 2021, which represents an 18.9 percent decrease from the pre-COVID ridership in July 2019 and a 1.3 percent decrease from June 2022. Ridership on fixed-route services increased by 35.3 percent from the prior year, which is a 16.9 percent decline compared to pre-COVID in July 2019. Ridership on Marin

Access services increased by 3.9 percent compared to July 2021, which represents a 54.1 percent decline from July 2019. July 2022 was the twenty-ninth month of ridership affected by the ongoing COVID-19 global pandemic.

President Moulton-Peters asked Ms. Whelan to elaborate on the funding application that went through TAM, to the Metropolitan Transportation Commission (MTC), for the Americans with Disabilities Act (ADA) bus stop improvements. President Moulton-Peters observed that the District has been working on stop improvements for a long time and asked if this work is ongoing.

Ms. Whelan explained that the District has a prioritized list of improvements they would like to implement, and there is very little Measure AA funding for those. Therefore, the District frequently submits grant applications, including applications for OBAG grants. Improvements in accessibility are a priority. OBAG 3 emphasized priority development areas, such as bus stop accessibility. An additional regional goal is to obtain priority treatment in traffic for the buses. OBAG 3 may enable priority treatment. First, the application must receive final approval from the MTC.

President Moulton-Peters requested, pending the outcome of the OBAG 3 grant award, that the discussion of transit priority and bus stop improvements be brought back to the Board.

4. [Consent Calendar](#)
 - a. [Minutes for September 12, 2022 Board Meeting](#)
 - b. [Adoption of Resolution 2022-13 Allowing for Continued Remote Public Meetings Under State Assembly Bill \(AB\) 361](#)
 - c. [Award Contract for Riders Guide Printing and Distribution to Consolidated Printers, Inc. \(#11452\)](#)

Recommended Action: Approve

M/s: Director Colbert - Vice President Rice

Ayes: President Moulton-Peters, Vice President Rice, Second Vice President Lucan, Director Rodoni, Director Colbert, Director Connolly

Noes: None

Absent: Director Colin, Director Arnold

Abstain: None

5. [Interagency Agreement with Golden Gate Bridge Highway & Transportation District for Fixed Route Services \(#1143\)](#)

[Staff Report](#)

General Manager Nancy Whelan stated that the District has 40-year partnership with the Golden Gate Bridge Highway & Transportation District (GGBHTD). The most recent agreement ended on June 30, 2022 and lasted seven years. The Board approved a six-month extension, under the same payment terms, to allow for more time for negotiations on a new agreement. She stated the contract extension ends on December 31, 2022.

Ms. Whelan then outlined the key facts of the interagency agreement, including the term, hourly rate elements, revenue hours, revenue hour definition, local paratransit specifications, and electrification agreement. Ms. Whelan walked through the maximum costs for every year of the agreement. She compared the costs of the Fiscal Year 2022 Agreement and the Fiscal Year 2023 Agreement. The net cost increased by 18 percent.

Ms. Whelan explained the recommended action to the Board.

Second Vice President Lucan acknowledged the amount of time that went into the production of the agreement and congratulated the District. He stated that with the new agreement, he assumed there would still be the same level of oversight from the District on service level agreements. He explained he would like to make sure the District will still have a necessary level of control, to ensure everything is up to the standard that the District expects.

Ms. Whelan responded that the agreement entails essentially the same terms for customer service, maintenance, and security at the SRTC. The District would have oversight. However, the District has no control over the hours worked in the customer service department. The agreement outlines the working hours.

Vice President Rice echoed Second Vice President Lucan's appreciation for the time spent producing the agreement. Vice President Rice asked what the cost of the security is in the agreement and wondered why it is included in the hourly rate.

Ms. Whelan explained that GGBHTD's objective was to simplify the agreement. Previously, the costs of the SRTC's security and customer service were calculated by a formula requiring data collection.

Lauren Gradia, Director of Finance and Capital Programs, added that previously, the cost of customer service was variable, and was about \$275,000 annually. The SRTC's annual cost was \$580,000.

Vice President Rice stated she would like to know how much of the 18 percent increase in cost between the two agreements is attributed to items normally included in the hourly rate. She asked what the escalator is from year to year.

Ms. Whelan said the escalator is 3 percent. She directed Vice President Rice toward the place in the Board packet where she could find the costs referenced by Ms. Gradia regarding the SRTC's security and customer service.

Vice President Rice asked why there was a 6 percent decrease in the amount paid by GGBHTD for paratransit. Ms. Whelan explained there was a negotiated change in the formula, based on passenger trips and total trips. As a result, \$306,000 will be saved by GGBHTD.

Director Rodoni echoed appreciation for the effort of everyone involved in the agreement's creation. He shared that GGBHTD has been having issues with labor shortages, as have other agencies. He asked if those involved with the agreement are aware of how many drivers would be required to meet the minimum and maximum hours in the agreement.

Ms. Whelan said that GGBHTD is approaching the maximum of 75,000 hours currently and are fully staffed. Missed services have been well-avoided.

Robert Betts, Director of Operations & Planning, added that those involved with negotiations were aware of the minimums and maximums. Currently, they are near the maximum. Under the proposed agreement, unless the District instructs GGBHTD to go above 75,000 hours, the current service level is the most they would expect GGBHTD to operate locally.

President Moulton-Peters thanked the District and GGBHTD staff. She noted that an 18 percent increase in cost is significant. She referenced the Marin Independent Journal piece by GGBHTD staff, as it expresses the recent challenges GGBHTD has faced.

{Judy Arnold Present at 10:40 AM}

Recommended Action: Approve a three year and nine month Inter-Agency Agreement with Golden Gate Bridge Highway and Transportation District, in an amount not to exceed \$44,937,375 with two additional one-year extension options

M/s: Second Vice President Lucan - Vice President Rice

Ayes: President Moulton-Peters, Vice President Rice, Second Vice President Lucan, Director Arnold, Director Rodoni, Director Colbert, Director Connolly

Noes: None

Absent: Director Colin

Abstain: None

6. [Marin Transit FY 2021/22 System Performance Report](#)

[Staff Report](#)

Transit Planner Asher Butnik informed the Board that overall service levels, as measured by revenue hours, have increased by 3.6 percent in the last fiscal year. Mr. Butnik reviewed the service levels of three previously suspended services: Supplemental School Routes, the Yellow Bus program, and the Muir Woods Shuttle. Mr. Butnik noted the Senior and ADA free fare pilot program ran from October 2021 to March 2022.

Ridership in the 2021-2022 fiscal year was 63.4 percent higher than the 2020-2021 fiscal year, and 23 percent lower than before the pandemic. Monthly ridership levels throughout the 2021-2022 fiscal year followed the same seasonal fluctuations that the District typically observes, although overall ridership ultimately increased. Mr. Butnik presented the passenger by revenue hour and subsidy per passenger data for each route.

The District's fixed route services saw a 57.8 percent increase in ridership from the 2020-2021 fiscal year to the 2021-2022 fiscal year. The District's fixed route service's fiscal year 2021-2022 ridership was 75.7 percent of its fiscal year 2018-2019 ridership.

Mr. Butnik explained expectations for the future, including anticipated challenges.

President Moulton-Peters thanked Mr. Butnik for his presentation. Director Colbert asked if the District could forecast ridership numbers.

Mr. Butnik answered that the District is observing very strong month-over-month recovery, which is rapidly approaching pre-COVID ridership.

General Manager Nancy Whelan added that the District is expecting ridership levels to continue to climb.

Robert Betts said that at the beginning of the Pandemic, the District did not expect ridership levels to return as quickly as they currently are.

President Moulton-Peters stated that the District serves transit-dependent riders, who need and use the District's services.

President Moulton-Peters called for public comment.

Matt Hochstetler expressed appreciation for Mr. Butnik's presentation. Mr. Hochstetler pointed out that several routes, such as Route 649, 61, and 219 displayed 1-5 riders per hour in Mr. Butnik's data. Mr. Hochstetler wondered how many of those routes were removed, so that busier routes could gain buses.

President Moulton-Peters asked staff to comment. Mr. Betts responded that Route 649 was discontinued, and Route 61 was reduced, due to low ridership. Mr. Betts further described and defined the different metrics used to determine if routes are meeting performance standards.

President Moulton-Peters noted that the data analysis process is complex, and the District is always fine-tuning the process for efficiency and cost-effectiveness.

Recommended Action: Approve Report

M/s: Director Arnold - Director Rodoni

Ayes: President Moulton-Peters, Vice President Rice, Second Vice President Lucan, Director Arnold, Director Rodoni, Director Colbert, Director Connolly

Noes: None

Absent: Director Colin

Abstain: None

7. [Marin Transit FY 2021/22 Year End Financial Report](#)

[Staff Report](#)

Lauren Gradia broke down the expenditures for the 2021-2022 fiscal year by department and type. The total of all expenditures was \$44,000,000. Ms. Gradia compared that total to past fiscal years' totals. She compared each of the

District's services actual revenue hours to how much of the budget they comprise. Ms. Gradia outlined the revenue, expenditures, and fund balances for the 2020-2021 and 2021-2022 fiscal years. She reviewed the Operations revenue for the last five fiscal years and explained three federal relief bills. Ms. Gradia analyzed revenue hours and ridership for local fixed route services, school services, rural services, and paratransit services. She listed the components of the \$10,600,000 Capital budget and presented the District's outlook.

President Moulton-Peters commended Ms. Gradia on her presentation.

President Moulton-Peters called for public comment.

Kate Powers asked why ridership of on-demand service is not as high as other forms of transit.

Nancy Whelan answered that on-demand service is oriented toward older adults and people with disabilities, who can be more vulnerable to potential COVID exposures on transit. Additionally, many agencies temporarily discontinued programs oriented toward disabled and older populations, but the programs are slowly coming back.

Robert Betts added that paratransit is experiencing staffing shortages, which limits the number of people they can serve.

Recommended Action: Approve Report

M/s: Director Colbert - Second Vice President Lucan

Ayes: President Moulton-Peters, Vice President Rice, Second Vice President Lucan, Director Arnold, Director Rodoni, Director Colbert, Director Connolly

Noes: None

Absent: Director Colin

Abstain: None

[Convene in Closed Session](#)

The Board went into closed session.

[Report from Closed Session](#)

President Moulton-Peters reported that the Marin Transit Board of Directors met in closed session regarding the General Manager's performance review, and direction was given to staff.

Adjourn President Moulton-Peters adjourned the meeting at 11:37 A.M.

SINE DIE

PRESIDENT

ATTEST:

CLERK



711 grand ave, #110
san rafael, ca 94901

ph: 415.226.0855
fax: 415.226.0856
marintransit.org

November 7, 2022

Honorable Board of Directors
Marin County Transit District
3501 Civic Center Drive
San Rafael, CA 94903

SUBJECT: Adoption of Resolution 2022-14 Allowing for Continued Remote Public Meetings Under State Assembly Bill (AB) 361

board of directors

stephanie moulton-peters
president
supervisor district 3

katie rice
vice president
supervisor district 2

eric lucan
2nd vice president
city of novato

judy arnold
director
supervisor district 5

kate colin
director
city of san rafael

damon connolly
director
supervisor district 1

dennis rodoni
director
supervisor district 4

brian colbert
alternate
town of san anselmo

Dear Board Members:

RECOMMENDATION: Staff recommends that your Board adopt Resolution 2022-14 finding that the proclaimed State of Emergency continues to impact the ability to meet safely in person and declaring that the District Board of Directors will continue to meet remotely to ensure the health and safety of the public.

SUMMARY: On September 16, 2021, Governor Newsom signed Assembly Bill (AB) 361 into law, effective October 1, 2021, to allow agencies to use teleconferencing for public meetings during proclaimed state of emergencies without requiring the teleconference locations to be accessible to the public or a quorum of the members of the legislative body of the agency to participate from locations within the boundaries of the agency's jurisdiction. AB 361 will sunset on January 31, 2024.

Your Board approved a resolution allowing for remote meetings at the October 4, 2021, November 1, 2021, December 6, 2021, January 10, 2022, February 7, 2022, March 7, 2022, April 4, 2022, May 2, 2022, June 6, 2022, August 1, 2022, September 12, 2022, and October 3, 2022 Board of Directors meetings. To continue meeting under AB 361, your Board is required to declare every 30 days that it has reconsidered the circumstances of the State of Emergency and determine if conditions meet one of the two criteria listed below.

1. State or local health officials have imposed or recommend measures to promote social distancing, or
2. The legislative body finds that meeting in person would present imminent risks to the health or safety of attendees.

Based on recommendations from the Marin County Health and Human Services, staff views that criteria 2 remains applicable. The attached letter from Marin County Health and Human Services Director, Benita McLarin, recommends a continued emphasis on social distancing measures such as using video/teleconferencing

when it meets community needs and spacing at in-person meetings so that individuals from different households are not sitting next to each other. There has been no update from Marin County Health Department officials that alters this recommendation.

FISCAL IMPACT: There is no fiscal impact.

Respectfully submitted,

A handwritten signature in black ink that reads "Nancy E. Whelan". The signature is written in a cursive style with a large, stylized 'N' and 'W'.

Nancy Whelan
General Manager

Attachments: Resolution 2022-14 and Marin County Health and Human Services Letter

RESOLUTION #2022-14

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MARIN COUNTY
TRANSIT DISTRICT MAKING FINDINGS THAT THE PROCLAIMED STATE OF
EMERGENCY CONTINUES TO IMPACT THE ABILITY TO MEET SAFELY IN
PERSON AND DECLARING THAT THE BOARD OF DIRECTORS WILL CONTINUE
TO MEET REMOTELY IN ORDER TO ENSURE THE HEALTH AND SAFETY OF
THE PUBLIC**

WHEREAS, the Marin County Transit District (the “District”) is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of the District’s legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District’s legislative body conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, on March 4, 2020, Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State prepare for a broader spread of COVID-19; and

WHEREAS, on March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20, which suspended certain provisions of the Ralph M. Brown Act in order to allow local legislative bodies to conduct meetings electronically without a physical meeting place; and

WHEREAS, as a result of Executive Order N-29-20, staff set up Zoom teleconference meetings for all District Board of Directors meetings; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, which specified that Executive Order N-29-20 would remain in effect through September 30, 2021, at which point it would expire; and

WHEREAS, since the issuance of Executive Order N-08-21, the Delta variant has emerged, causing a spike in COVID-19 cases throughout the state; and

WHEREAS, the Governor's proclaimed State of Emergency remains in effect, and State and local officials, including the Marin County Director of Health and Human Services, the

California Department of Public Health, and the Department of Industrial Relations, have imposed or recommended measures to promote social distancing; and

WHEREAS, on September 16, 2021, the Governor signed Assembly Bill 361 into law, as urgency legislation that goes into effect on October 1, 2021, amending Government Code Section 54953 of the Brown Act to allow legislative bodies to continue to meet remotely during a proclaimed state of emergency, provided certain conditions are met and certain findings are made; and

WHEREAS, the continued local rates of transmission of the virus and variants causing COVID-19 are such that the Director of Health & Human Services has recommended that the County continue to emphasize social distancing in order to minimize the potential spread of COVID-19 during indoor, public meetings.

WHEREAS, the District cannot maintain adequate safe social distance between members of the public, Board members and staff in their respective meeting locations; and

WHEREAS, because of the rise in cases due to the Delta variant, the District is concerned about the health and safety of attendees, the District's Board of Directors desires to take the actions necessary to comply with AB 361 and to continue to hold its Board and committee meetings remotely.

NOW, THEREFORE, THE MARIN COUNTY TRANSIT DISTRICT BOARD OF DIRECTORS RESOLVES AS FOLLOWS:

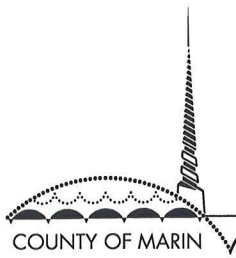
1. The Board has reconsidered the circumstances of the State of Emergency, and finds that:
 - a. The factors triggering the State of Emergency continue to directly impact the ability of the members of the Board of Directors and District staff, and members of the public to meet safely in person; and
 - b. State and local officials continue to recommend measures to promote social distancing.
2. District Board of Directors meetings will continue to be conducted remotely for the next 30 days in compliance with AB 361 and Government Code Section 54953(e)(2), in order to ensure the health and safety of the public while providing access to public meetings.
3. The Board will reconsider the circumstances of the State of Emergency and revisit the need to conduct meetings remotely within 30 days of the adoption of this Resolution.

REGULARLY PASSED AND ADOPTED this 7th day of November 2022.

Board President

ATTEST:

Board Secretary



DEPARTMENT OF
HEALTH AND HUMAN SERVICES

Promoting and protecting health, well-being, self-sufficiency, and safety of all in Marin County.



Benita McLarin, FACHE
DIRECTOR

20 North San Pedro Road
Suite 2002
San Rafael, CA 94903
415 473 6924 T
415 473 3344 TTY
www.marincounty.org/hhs

September 22, 2021

Dennis Rodoni
President, Board of Supervisors
3501 Civic Center Drive, 3rd Floor
San Rafael, CA 94903

Re: Public Meetings/Social Distancing

Dear President Rodoni:

On September 20, 2021, Governor Newsom signed AB 361. The legislation provides that local agencies may continue to hold certain public meetings via video/tele-conference as they have done during the Covid-19 emergency. The legislation allows such meetings to continue during a proclaimed state of emergency if state or local officials have recommended measures to promote social distancing.

Local government meetings are indoor meetings that are sometimes crowded, involve many different and unfamiliar households, and can last many hours. Given those circumstances, I recommend a continued emphasis on social distancing measures as much as possible to make public meetings as safe as possible. These measures can include using video/tele-conferencing when it meets community needs and spacing at in-person meetings so that individuals from different households are not sitting next to each other. I will notify you if this recommendation changes while the Governor's state of emergency for COVID-19 remains in place.

Respectfully,

Benita McLarin
Director, Health & Human Services

cc: Matthew H. Hymel, CAO
Brian E. Washington, County Counsel



marin transit

711 grand ave, #110
san rafael, ca 94901

ph: 415.226.0855
fax: 415.226.0856
marintransit.org

November 7, 2022

Honorable Board of Directors
Marin County Transit District
3501 Civic Center Drive
San Rafael, CA 94903

SUBJECT: Consideration of Compensation Increase for General Manager

Dear Board Members:

RECOMMENDATION: Approve a compensation increase of 5% for FY 2022/23 for the General Manager.

SUMMARY:

Nancy Whelan has served as the General Manager of Marin Transit since June 16, 2014. As a follow-up to her performance evaluation by the Marin Transit Board on October 3, 2022, I am recommending that the Board of Directors increase her annual salary by 5%. This raise would be effective as of July 1, 2022 and would result in an annual salary of \$251,524. Also, I am recommending that the Board of Directors approve the addition of one week of vacation to Ms. Whelan's annual accrual effective this fiscal year.

FISCAL/STAFFING IMPACT: There are sufficient funds available in the Salaries and Benefits account in the approved FY 2022/23 Marin Transit budget to accommodate this compensation increase.

Respectfully submitted,

Stephanie Moulton-Peters
President

board of directors

stephanie moulton-peters
president
supervisor district 3

katie rice
vice president
supervisor district 2

eric lucan
2nd vice president
city of novato

judy arnold
director
supervisor district 5

kate colin
director
city of san rafael

damon connolly
director
supervisor district 1

dennis rodoni
director
supervisor district 4

brian colbert
alternate
town of san anselmo



711 grand ave, #110
san rafael, ca 94901

ph: 415.226.0855
fax: 415.226.0856
marintransit.org

November 7, 2022

Honorable Board of Directors
Marin County Transit District
3501 Civic Center Drive
San Rafael, CA 94903

SUBJECT: Revised Marin Transit Procurement Policies and Procedures

Dear Board Members:

board of directors

stephanie moulton-peters
president
supervisor district 3

katie rice
vice president
supervisor district 2

eric lucan
2nd vice president
city of novato

judy arnold
director
supervisor district 5

kate colin
director
city of san rafael

damon connolly
director
supervisor district 1

dennis rodoni
director
supervisor district 4

brian colbert
alternate
town of san anselmo

RECOMMENDATION: Approve Revised Marin Transit Procurement Policies and Procedures (PU-02 #4).

SUMMARY: Staff recommends that your Board adopt revisions to the Marin Transit Procurement Policies and Procedures.

Your Board originally adopted Procurement Policies and Procedures in April 2012 to ensure full and open competition and conform to applicable federal, state, and local law. In June 2018, your Board updated these policies to reflect requirements under the Federal Office of Management and Budget (OMB) Super Circular 2 CFR part 200. In October 2020, your Board updated policies to increase purchasing thresholds to be more in line with peer agencies. In September 2021, your Board added an additional federal clause. This is the fourth policy revision and makes the following changes:

Amends section 2.1.4 "Director of Finance and Capital Programs Approvals" to include all positions at the Director level.

This change will give purchasing authority up to \$10,000 to all four current director level positions. All purchases will continue to be subject to applicable procurement requirements.

FISCAL/STAFFING IMPACT: There is no fiscal impact associated with adopting the revised *Marin Transit Procurement Policies and Procedures, revision #4*.

Respectfully submitted,

Lauren Gradia
Director of Finance and Capital Programs

Attachment: Marin Transit Procurement Policies & Procedures, revision #4



MARIN TRANSIT

PROCUREMENT POLICIES AND PROCEDURES

Policy #:	PU-02
Subject:	Procurement
Effective Date:	April 30, 2012
1 st Revision Date:	May 7, 2018
2 nd Revision Date:	October 5, 2020
3 rd Revision Date:	September 13, 2021
4 th Revision Date:	November 7, 2022

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1. APPLICABILITY

This document sets forth Marin Transit's requirements for solicitation, award, and administration of its procurement actions. The purpose of these policies and procedures is to ensure competitive procurements and conform to applicable Federal, State, and local law.

These policies and procedures apply to all Marin Transit contracts and purchases regardless of funding sources, except as specifically stated.

1.1. Governance

Marin Transit's procurement actions are primarily governed by the California Government Code Section 54201-54205 and by the Federal Transit Administration (FTA) Circular 4220.1F (C 4220.1F) and Super Circular, 2 CFR part 200. Additionally, as required under California Public Contract Code Division 2, of Part 3, of Chapter 1, of Article 12, Marin Transit shall purchase all supplies, equipment and materials, and construction of facilities and works, in the same manner, procedure and subject to the same limitations applicable to the County of Marin.

In all procurements using any amount of Federal funds, Federal requirements shall generally supersede State law. Where no Federal funds are involved, procurement actions shall be governed by applicable State law. References to statutes or regulations in this document shall be deemed to refer to any subsequent revisions or amendments which may be enacted from time to time.

1.2. Contracts Outside the Scope of This Policy

1.2.1. Real Property

Procurements of real property consisting of land and any existing buildings and structures on that land are beyond the scope of this policy. However, this policy does apply to construction of buildings, structures, or appurtenances that were not on land when that land was acquired. This policy also applies to any alterations or repairs to building or structures existing on that land when that land was acquired, to transactions in support of real property acquisition such as real estate consultants, and to leases.

1.2.2. Other Acquisitions

This policy shall not apply to: joint development projects (except construction); purchases from government-regulated entities such as public utilities that are granted market exclusivity by the regulating agency; purchases of professional subscriptions, memberships, seminars, and expenses in connection with industry meetings and conferences; travel

and living expenses on Marin Transit business; and other similar expenditures incidental to the routine conduct of Marin Transit's business.

1.2.3. Revenue Contracts

Revenue contracts are not subject to this policy. A revenue contract is one in which Marin Transit provides access to public transportation assets for the primary purpose of either producing revenues in connection with a public transportation-related activity or creating business opportunities involving the use of Marin Transit property. Where feasible, a competitive process suitable to the type and scope of the activity involved and the availability of competition shall be conducted, for example where there are several potential competitors for a limited opportunity (such as advertising space associated with Marin Transit assets). Where the nature of an opportunity allows reasonably unlimited access for all competitors, the opportunity shall be made available to all such parties without restriction.

1.2.4. Employment Contracts

Employment contracts are not subject to this policy, as they involve individuals becoming employees of Marin Transit.

2. CONTRACTING AUTHORITY AND CONTRACT APPROVAL

2.1. Contract Approval Requirements

2.1.1. Purchasing Thresholds

Micro-purchases are purchases of \$25,000 or less if no Federal funds are involved and \$10,000 or less if Federal funding is present.

Small purchases are purchases valued at more than the micro-purchase limit but less than the Federal Transit Administration small purchase threshold, currently \$150,000.

2.1.2. Board of Marin Transit Approval

All contracts for goods or services in excess of \$25,000 must be awarded by approval of the Board of Marin Transit.

2.1.3. General Manager Approval

All contracts valued at less than \$50,000 but over \$510,000 shall be approved by the General Manager in writing.

2.1.4. Director Approval

Purchases under \$10,000 may be approved by the ~~Director of Finance and Capital Programs or the Director of Operations and Planning~~Director level positions.

2.1.5. Delegations

The authorizations specified above may be delegated in whole or in part, by written direction of the holder of the authority.

2.1.6. Change orders

The above authorizations apply to both new procurements and to change orders.

2.1.7. Emergencies

The General Manager may authorize the award of contracts or change orders exceeding Marin Transit's threshold for approval in the following cases:

- When emergency action is required to prevent loss of life, damage to property, a threat to public safety or the environment, or the disruption of transit service or other essential functions of Marin Transit.
- Where an emergency has been declared by local, State or national officials affecting Marin Transit's service area, directly or indirectly, or a request for waiver of regulatory requirements has been entered on FTA's Emergency Docket.

All emergency procurements must be documented in writing.

3. GENERAL PROCUREMENT STANDARDS

3.1. Standards of Conduct

The Marin Transit Board of Directors has adopted a separate written code of conduct that conforms to FTA Circular 4220.1F. This sets forth the required standards of conduct relating to all procurement activities. The standards of conduct cover conflicts of interest and govern the actions of employees engaged in the selection, award, or administration of contracts.

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of Marin Transit may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct provides for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of Marin Transit.

In addition, under the California Political Reform Act, all public agencies are required to adopt a conflict of interest code that designates positions required to file Statements of Economic Interests (Form 700).

3.2. Economic Purchasing

Marin Transit shall avoid acquisition of unnecessary or duplicative items. From time to time, Marin Transit shall review procurement activity to determine if certain classes of purchases should be consolidated or broken out to obtain more economical pricing. Where appropriate, analysis shall also be made of lease versus purchase alternatives or any other appropriate methodology to determine the most economical approach. Marin Transit shall enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

The District shall use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs. Marin Transit shall use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

3.3. Specifications

All solicitations shall have a clear and accurate description of the technical requirements for the material, product, or service to be procured. These descriptions shall not, in competitive procurements, contain features that unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, describe minimum essential characteristics and standards to which the product or services must perform. Whenever practical, requirements shall be described in terms of functions to be performed or level of performance required, including the range of acceptable characteristics or minimum acceptable standards. Detailed product specifications are to be avoided if at all possible. When it is impractical or uneconomical to write a clear and accurate description of the technical requirements, a “brand name or equal” description may be used as a means to define the performance;

however, when this method is used, the specification must set forth the salient characteristics that the product must meet, and vendors shall be allowed to offer "equal" products meeting the salient characteristics. Specifications for bid solicitations, whether by small purchase or formal procurement, shall be sufficiently detailed to ensure that bidders may submit pricing on like products. Specifications or scopes of services for negotiated procurements may be more general and accommodate the possibility of alternative solutions or products.

3.4 Procurement Process and Oversight Responsibilities

Marin Transit shall award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(i) Marin Transit shall maintain records sufficient to detail the history of procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j) (1) Marin Transit may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to Marin Transit is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract will set a ceiling price that the contractor exceeds at its own risk. Further, Marin Transit will assert a high degree of oversight of the contract to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) In accordance with good administrative practice and sound business judgment, Marin Transit shall be entirely responsible for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to: source evaluation, protests, disputes, and claims. These standards do not relieve Marin Transit of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for Marin Transit's unless the matter is primarily a

Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

3.5 Joint Procurement

When appropriate, Marin Transit shall consider combining or “pooling” their procurements to obtain better pricing. In general, joint procurements are often more desirable than procurements through assignment (see 3.6.2 below) because an assignment does not represent the combined buying power of more than one purchaser at the time when prices are established. A joint procurement may also offer the advantage of permitting Marin Transit to acquire property and services more closely responsive to the District’s material requirements than would be available through assignment of existing contract rights.

3.6 Record Keeping

Marin Transit shall maintain records detailing the history of a procurement in a manner consistent with the size, complexity and cost of the contract. Federal regulations require these records to be maintained for three years after Marin Transit has made final payment and all other pending matters are closed. At a minimum, the procurement history must include the following information:

- Rationale for the method of procurement (i.e. IFB, RFP, sole source.)
- Sole source justification for any purchase that is not competitive
- Selection of contract type (i.e. fixed price, cost reimbursement)
- Reasons for contractor selection or rejection
- Written responsibility determination for the successful contractor
- Basis for contract price (i.e. cost/price analysis)

3.7 Use of Existing Contracts

3.7.1 GSA, State of California, and Local Government Purchasing Schedules

Both the U.S. General Services Administration (GSA) and the California Department of Governmental Services maintain purchasing schedules or purchasing contracts for various commodities and services. Marin Transit may use contracts of this type in accordance with the governing law and regulations of the agency establishing them.

Marin Transit may also use other state or local government purchasing schedules. In this instance a state or local government has made an

arrangement with several vendors in which those vendors agree to provide essentially an option to the state or local government, and its subordinate government entities, to acquire specific property or services in the future at established prices. The state or local government then, with the agreement of the vendor, provides the listed property or services to others. The CalACT/MBTA Vehicle Purchasing Cooperative would be an example of this procurement method.

3.72 Acquisition Through Assigned Contract Rights “Piggybacking”

Marin Transit may use contract rights assigned from another agency when that agency finds that it has inadvertently acquired contract rights in excess of its needs (sometimes referred to as “piggybacking”). A number of FTA requirements must be met before such a contract may be used. FTA requires that the existing contract contain an assignability clause and all required FTA contract clauses and certifications; these clauses cannot be added by Marin Transit as part of its use of the existing contract. All quantities acquired by assigned contract rights must be within the original contract quantities (including options) and acquired within the term of the existing contract. Marin Transit must determine that the agency with the contract complied with all FTA requirements relating to competition and performance of a cost or price analysis. Marin Transit must also perform its own cost or price analysis to determine that the prices it shall pay are fair and reasonable. Marin Transit staff shall ensure all appropriate documentation from the original awarding agency is retained in the procurement file for that acquisition.

3.7.3 Options

Marin Transit may include options in its contracts to ensure the future availability of property or services. An option is a unilateral right such that for a specified time the District may acquire more equipment, supplies, or services than originally procured. An option may also extend the term of the contract.

3.7.4 Impermissible Contract Actions

The following contract actions are not permitted on projects funded with Federal assistance.

3.7.4.1 Improper Contract Expansion

A contract shall not be expanded when it includes a larger scope, greater quantities, or options beyond the original reasonably anticipated needs. A contract shall not be expanded when excess capacity has been added primarily to permit assignment of those contract rights to another entity.

3.7.4.2 Cardinal Change

A significant change in contract work (property or services) that causes a major deviation from the original purpose of the work or the intended method of achievement, or causes a revision of contract work so extensive, significant, or cumulative that, in effect, the contractor is required to perform very different work from that described in the original contract, is a cardinal change. Such practices are sometimes informally referred to as “tag-ons”. A change within the scope of the contract (sometimes referred to as “in-scope” change) is not a “tag-on” or cardinal change.

Recognizing a cardinal change to a contract can be difficult. FTA has not developed a finite list of acceptable contract changes. Tests to determine if a change is a cardinal change involve the nature and extent of the work to be performed, the amount of effort involved, whether the change was originally contemplated at the time the original contract was entered into, or the cumulative impact on the contract’s quantity, quality, costs and delivery terms.

In the case of rolling stock, a major change in quantity or a substitution of major end items not contemplated when competition for the original award took place would generally be a cardinal change. Additional guidance on cardinal changes can be found on page V-7 and V-8 of the FTA Circular 4220.1F and in the FTA Best Practices Procurement Manual, section 9.2.1- Contract Scope and Cardinal Changes.

3.8 Protests

Marin Transit has adopted a bid protest policy to provide remedy for supplier protests that cannot be informally resolved.

3.9 Contract Period

The period of contract performance for rolling stock and replacement parts cannot exceed five years, inclusive of options, as defined in FTA Circular 4220.1F. The length of all other contracts shall be based upon sound business judgment, including consideration of issues such as the nature of the item being purchased, the need to afford the contractor a reasonable opportunity to recapture any start-up costs, the need to afford competing vendors the opportunity to do business with Marin Transit, and the relative benefit to Marin Transit of a longer or shorter contract term. All contracts must specify a contract period of performance, either in the form of delivery schedules for contract deliverables such as commodities, or a specific end date for service contracts.

4. FULL AND OPEN COMPETITION

4.1. Competition

All procurement transactions shall be conducted in a manner intended to maximize full and open competition. Full and open competition means that all responsible sources are permitted to compete. In implementing this standard, staff members are expected to be aggressive in identifying potential vendors for each procurement. At a minimum, each procurement expected to cost above \$150,000 (the FTA small purchase threshold) shall be posted on Marin Transit website's procurement page for downloading, and known vendors shall be directly informed of the project and encouraged to respond to the solicitation. In addition, each competitive procurement above the small purchase threshold may be advertised in local, and, as appropriate, regional, national and trade publications. The advertisement and notice should provide the solicitation title, the date of any pre-bid or pre-proposal conference, and the date and time for receipt of responses to the solicitation. Advertisements and notices shall be issued at the beginning of the solicitation period or as soon after as practical to accommodate the advertising schedules of publications. For procurements within the small purchase threshold formal advertising is not required but may be used if appropriate.

4.2. Restrictions on Competition

All procurement transactions over \$3,500 shall be conducted in a manner providing full and open competition, without providing an unfair competitive advantage to any potential vendor. Some of the situations considered to be restrictive of competition include, but are not limited to:

- Unreasonable requirements placed on firms in order for them to qualify to do business.
- Unnecessary or excessive experience, excessive bonding, insurance, warranty or similar requirements which affect an otherwise qualified firm's ability to compete. Such requirements must also, however, be established in a manner consistent with protection of Marin Transit's interests.
- Noncompetitive pricing practices between firms or between affiliated companies.
- Noncompetitive awards to any person or firm on retainer contracts.
- Organizational conflicts of interest.
- Specifying only a "brand name" product, without specifying that equivalent products shall be accepted and providing salient characteristics or other descriptive information sufficient to allow bidders to identify and propose such equivalent products.

- The use of specification requirements and evaluation criteria that unnecessarily favor an incumbent contractor.
- Any arbitrary action in the procurement process.

4.3. Geographic Preferences

This section is applicable only to FTA-funded procurements.

Procurement transactions shall be conducted in a manner that prohibits the use of statutory or administratively imposed state, local, or tribal geographical preferences in the solicitation and evaluation of bids or proposals, except in those cases where applicable Federal statutes or regulations expressly mandate or permit geographic preference. This does not preempt State or local licensing laws. However, geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services, provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

4.4 Record of Procurement Transactions

Marin Transit shall use written procedures for procurement transactions. These procedures ensure that all solicitations:

- Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features that unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications shall be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description shall be used to define the performance or other salient requirements of procurement. The specific features of the named brand that must be met by offers shall be clearly stated; and
- Identify all requirements that the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

Marin Transit shall ensure that all prequalified lists of persons, firms, or products that are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, Marin Transit will not preclude potential bidders from qualifying during the solicitation period.

4.5 Metric Measurements

Marin Transit will accept property and services with dimensions expressed in metric measurements, to the extent practicable and feasible.

5. CONTRACT TYPES

5.1. Typical Contract Types

5.1.1. Firm Fixed Price

A firm fixed price contract includes a price that remains fixed irrespective of the contractor's cost experience in performing the contract. A firm fixed price contract may include an economic price adjustment provision, incentives, or both.

5.1.2. Cost Reimbursement and Cost plus Fixed Fee

A cost plus fixed fee contract provides that the contractor shall be reimbursed for its labor and material costs and for its direct expenses, plus a fixed fee for profit that is paid regardless of any overrun or under-run of the total costs established at time of contract award. The intent is to provide the contractor with an incentive to work as efficiently as possible in order that the fee shall represent a higher percentage of its costs. This type of contract may also provide for other types of fee as incentives for improved performance.

5.2. FTA Prohibited or Restricted Contract Types

5.2.1. Cost Plus a Percentage of Cost – Prohibited

Contracts that are structured with payment provisions based on the incurrence and payment of actual costs, such as direct labor, with a fixed percent mark-up on the actual costs incurred for (a) profit, (b) indirect costs, (c) or both, are prohibited by Federal statute.

5.2.2. Percentage of Construction Cost - Prohibited

5.2.3. Time and Materials – Restricted

A time and material contract or change order is one in which a clear scope cannot be defined, due to unknown conditions or circumstances affecting the work. Typically, this shall involve an emergency situation. Since such contracts provide no incentive for the contractor to work efficiently or in a cost-effective manner, FTA restricts their use to situations in which no other type of contract is feasible. Such contracts shall specify a ceiling price (a limitation of funding) that the contractor shall not exceed except at its own risk. The contractor's accounting system must be verified to ensure that it is adequate to properly segregate and bill costs and

thorough oversight is required to verify the amount of work performed and materials used. Every effort shall be made to limit the scope of a time and materials contract or change order until another type of contract or change order can be established.

6. METHODS OF PROCUREMENT

6.1. Micro-purchases

Micro-purchases are purchases of \$10,000 or less if Federal funds are involved, or \$25,000 for projects entirely funded without Federal funds. Micro-purchases can be made without obtaining competitive quotations. These purchases are exempt from FTA's Buy America requirements. Davis–Bacon prevailing wage requirements, however, shall apply to Federal construction contracts exceeding \$2,000. Micro-purchases shall be distributed equitably among qualified suppliers. Purchases shall not be divided or reduced in size merely to come within the micro-purchase limit.

The only documentation requirement for micro-purchases is a determination that the price is fair and reasonable and a description of how this determination was made. The documentation shall state that: "The price(s) paid for items are determined to be fair and reasonable, based on the following:"

- Adequate competition (two or more quotes received with an award made to lowest)
- Current price lists or off-the-shelf pricing
- Catalog price
- Prices found reasonable on recent previous purchases
- Advertisements
- Similar items in a related industry
- Independent price estimate (attach documentation)
- Other (cite basis)

6.2. Small Purchases

Small purchases are relatively simple and informal solicitations for services, supplies, or other property valued at more than the micro-purchase limit but less than the FTA small purchase threshold, currently \$150,000. These purchases are exempt from FTA's Buy America requirements.

The following procedures apply to small purchases:

- Price or rate quotes must be obtained from an adequate number of qualified sources.
- Purchases shall not be divided or reduced in size merely to come within the small purchase limit.
- The request for quotes and the actual quoted prices must be documented in the procurement file.

6.3 Purchase by Sealed Bids (formal advertising).

a) Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

b) For sealed bidding to be feasible, the following conditions should be present:

- (i) A complete, adequate, and realistic specification or purchase description is available;
- (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

c) If sealed bids are used, the following requirements apply:

- (i) Bids shall be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
- (ii) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;
- (iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids shall be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals shall be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals shall be solicited from an adequate number of qualified sources;

(3) Marin Transit shall have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts shall be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) Marin Transit may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from Marin Transit; or

(4) After solicitation of a number of sources, competition is determined inadequate.

6.4 Competitive Solicitations (IFB and RFP)

6.4.1 General Standards for Either IFB or RFP

6.4.2 Advertising

The intent of advertising a solicitation is to make every reasonable effort to inform potential vendors of the business opportunity. Each such solicitation shall be posted on the procurement page of Marin Transit's website. If deemed appropriate the solicitation shall be published in appropriate local, regional, national, and trade media designed to reach the target vendor pool or posted on applicable trade association or other websites.

6.4.3 Pre-Qualification

Pre-qualification or other methods of restricting responses shall not ordinarily be used unless required for security or public safety reasons or by law. If vendors are to be pre-qualified for a specific procurement, the following requirements apply:

- The qualifications standards must be limited to those essential for the procurement.
- Any pre-qualification list used is current.
- The prequalification process must include enough qualified sources to provide maximum full and open competition.
- Potential bidders or offerors must be permitted to qualify during the solicitation period (from the issuance of the solicitation to its closing date). However, a particular solicitation need not be held open to accommodate a potential supplier that applies for approval before or during that solicitation, nor must prequalification evaluations of bidders, offerors, or property presented for review during the solicitation period be expedited or shortened to conform to the solicitation period.

- Any prequalification testing, or testing of potential approved equal products, must take into account (1) the frequency of solicitations for an item; if an item is solicited on a regular basis, the testing may allow the provider to participate in future solicitations; if the solicitation is unique or rare, more consideration should be given to allowing completion of the testing process for that procurement; (2) the length of time required to reasonably test the item to verify acceptability; and (3) the cost to Marin Transit of conducting a testing process.

6.4.4 Selection Procedures

Marin Transit shall have written selection procedures that ensure fair, unbiased evaluation of competing offers for all types of competitive procurement transactions.

If Marin Transit intends to reserve its right to award to other than the low bidder or offeror, this information shall be stated in the solicitation document.

If Marin Transit intends to reserve its right to reject all bids or offers, this information shall be stated in the solicitation document.

6.4.5 Amendments

Responses to any questions from prospective sources, or any amendments to the solicitation, shall be distributed to all parties known to have received the solicitation, and posted on the Marin Transit website. Should the amendment substantially change the terms of the solicitation, the period for receipt of offers shall be extended to allow offerors to revise their submittals accordingly.

6.4.6 Invitation for Bid (IFB)

Bids in excess of the small purchase limit are publicly solicited through a formal Invitation for Bids (IFB) and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the IFB is lowest in price.

Competitive sealed bidding is the preferred method of procurement for acquiring property, construction, and other services.

6.4.7 When to use IFB

A sealed bid (IFB) should be used when the following circumstances are present:

- A complete, adequate, precise, and realistic specification or purchase description is available.
- Two or more responsible bidders are willing and able to compete effectively for the business.
- The procurement generally lends itself to a fixed price contract.
- The successful bidder can be selected on the basis of price and those price-related factors listed in the solicitation including, but not limited to, transportation costs, life cycle costs, and discounts expected to be taken. Apart from responsibility determinations contractor selection may not be determined on the basis of other factors whose costs cannot be measured at the time of award.
- Discussions with one or more bidders after bids have been submitted are expected to be unnecessary as award of the contract shall be made based on price and price-related factors alone. However, a pre-bid conference with prospective bidders before bids have been received can be useful.

6.4.8 IFB Procedures

The following procedures apply to sealed bid procurements:

- The invitation for bids is publicly advertised.
- Bids are solicited from an adequate number of known suppliers.
- The invitation for bids, including any specifications and pertinent attachments, describes the property or services sought in sufficient detail that a prospective bidder shall be able to submit a proper bid.
- Bidders are allowed sufficient time to prepare bids before the date of bid opening.
- All bids are publicly opened at the time and place prescribed in the invitation for bids.
- A firm fixed price contract is usually awarded in writing to the lowest responsive and responsible bidder, but a fixed price incentive contract or inclusion of an economic price adjustment provision can sometimes be appropriate. When specified in the bidding documents, factors such as transportation costs and life cycle costs affect the determination of the lowest bid; payment discounts are used to determine the low bid only when prior experience indicates that such discounts are typically taken.

- Any or all bids may be rejected if there is a sound, documented business reason.

6.4.9 Single Bid

In the event that a single responsive bid is received from a responsible bidder, Marin Transit may negotiate with the bidder to ensure that a fair and reasonable price is obtained. If the responsive bid from the lowest responsible bidder exceeds available funds, Marin Transit may negotiate with the apparent low bidder to obtain a contract price within available funds, provided that Marin Transit has established, in writing conditions and procedures for such negotiations prior to issuance of the IFB and summarized them therein. Marin Transit may not, as part of a negotiation process, modify or alter the scope and specification defined in the IFB in a manner that might have attracted additional bidders if incorporated in the solicitation.

6.4.10 Request for Proposal (RFP)

The competitive negotiation procurement process is conducted through a formal Request for Proposals (RFP). This method of procurement is generally used when the nature of the procurement does not lend itself to sealed bidding and Marin Transit expects more than one source shall be willing and able to submit an offer or proposal.

6.4.11 When to use RFP

The competitive negotiation method (RFP) of procurement is appropriate when the following conditions exist:

- A complete, adequate, and realistic specification or purchase description is not available.
- The selection of the successful offeror requires consideration of factors other than price.
- Discussions with offerors are anticipated to be needed.

6.4.11.1 Contract Type for RFP

Either a fixed price or cost reimbursable type contract may be awarded under this process.

6.4.11.2 Evaluation Factors

Each RFP must include a description of the factors other than price by which proposals shall be evaluated. Evaluation factors and sub factors shall be listed in order of their relative importance. Evaluation factors

may include, but are not limited to, technical design, technical approach, length of delivery schedules, quality of proposed personnel, past performance, and management plan.

6.4.13 Revised Proposals

The most common tool used by procurement officials in competitive negotiations is a request for a revised proposal. Typically, the deficiencies of a proposal are listed and explained. A complete revised proposal, including price (except under the Brooks Act) is requested from each offeror in the competitive range. Unless explicitly stated otherwise, the revised offer extinguishes the prior offer. The proposer should identify all changes in the revised offer. The submission of the revised offers can trigger another round of evaluations, determination of a new competitive range, and discussions. This cycle may be repeated as many times as necessary to obtain the most advantageous offers.

6.4.14 Best and Final Offer

A best and final offer (BAFO) may be requested of each offeror in the competitive range at the conclusion of discussions (negotiations) with those offerors. A "best and final offer" is requested from those offerors in the competitive range. If the other offers have no viable chance of being made competitive by this time, a BAFO may be requested from only one proposer; recognizing that there is little competitive pressure under those circumstances. If any offeror does not respond to this request, their most recent offer shall be considered the best and final offer.

6.4.15 Special Procurement Considerations

6.4.15.1 Two-Step Procurement Procedures

This is a procurement method involving the submittal of unpriced technical proposals in the first step, and a price submittal in the second step. This method can be used in both sealed bid and competitively negotiated procurements.

The first step is a review of the prospective contractors' technical approach to Marin Transit's request and technical qualifications to carry out that approach. Marin Transit may then narrow the competitive range to prospective contractors that demonstrate a technically satisfactory approach and have satisfactory qualifications.

The second step consists of soliciting and reviewing complete bids (sometimes referred to as —two-step sealed bidding) or proposals

(as in —competitive negotiations), including price, submitted by each prospective contractor determined to be qualified. Absent exceptional circumstances, Marin Transit should attempt to solicit bids or proposals from at least three qualified prospective contractors. Unlike qualifications-based procurement procedures required for A&E services, Marin Transit shall consider all bid or proposal prices submitted as well as other technical factors, rather than limiting reviews to the most qualified bidder or offeror.

6.4.15.2 Architectural and Engineering (A&E) and Other Professional Services

Marin Transit shall use qualification-based competitive proposal procedures based on the Brooks Act, of the United States Code.

Qualifications-based procurement procedures must be used not only when contracting for A&E services, but also for other services listed in 49 U.S.C. § 5325(b)(1) that are directly in support of, directly connected to, directly related to, or lead to construction, alteration, or repair of real property. For example, a contractor performing program management, project design, construction management, or engineering services in which that contractor would select the finished products to be acquired for an FTA assisted construction project must be selected through qualifications-based procurement procedures.

Marin Transit is prohibited by FTA from using qualifications-based procurement procedures to acquire other types of services if those services are not directly in support of, directly connected to, directly related to, or do not lead to construction, alteration, or repair of real property. Even if a contractor has performed services listed herein in support of a construction, alteration, or repair project involving real property, selection of that contractor to perform similar services not relating to construction may not be made through the use of qualifications-based procurement procedures.

A project involving construction does not always require that qualifications-based procurement procedures be used. Whether or not qualifications-based procurement procedures may be used depends on the actual services to be performed in connection with the construction project. For example, the design or fabrication of message signs, signals, movable barriers, and similar property that shall become off-the-shelf items or shall be fabricated and delivered as final end products for installation in an FTA assisted construction project are not services for which qualifications-based procurement procedures may be used. Nor are actual construction, alteration, or repair to real property the type of services for which qualifications-based procurement procedures may be used.

The following procedures apply to qualifications-based procurements:

- An offeror's technical qualifications are evaluated to determine contract award.
- Price is excluded as an evaluation factor.
- Negotiations are first conducted with only the most qualified offeror.
- Only after failing to agree on a fair and reasonable price may negotiations be conducted with the next most qualified offeror. Then, if necessary, negotiations with successive offerors in descending order may be conducted until contract award can be made to the offeror whose price Marin Transit believes to be fair and reasonable.

When no Federal funds are involved in funding a procurement for professional services, Marin Transit shall comply with the requirements of California Government Code §4525, which defines a process similar to the Brooks Act to be used for all professional service procurements.

6.4.15.3 Design Build

The design-build procurement method consists of contracting for design and construction simultaneously with contract award to a single contractor, consortium, joint venture, team, or partnership that shall be responsible for both the project design and construction. Information on selecting the appropriate procurement method and selection process can be found in FTA Circular 4220.1F pages VI-14-VI-16.

Design build projects must also comply with any State of California Requirements.

6.4.16 Sole Source

Non-competitive (sole source) procurements are accomplished through solicitation and acceptance of a proposal from only one source. A contract amendment or change order that is not within the scope of the original contract is considered a sole source procurement that must comply with this section. Guidance as to what is “outside the scope” of a contract may be found in section 1.2 of this document.

6.4.16.1 Justification for Sole Source

Sole source procurement may be used when only one source is practicably available, and the award of a contract is infeasible under competitive small purchase procedures, sealed bids, or proposals and at least one of the following circumstances applies:

The item is available only from one responsible source because:

- It involves a unique or innovative concept or capability not available from another source. Unique or innovative concept means a new, novel, or changed concept, approach, or method that is the product of original thinking, the details of which are kept confidential or are patented or copyrighted and is available to Marin Transit only from one source and has not in the past been available to Marin Transit from another source.
- Patents or Restricted Data Rights. Patent or data rights restrictions preclude competition.
- Substantial Duplication Costs. In the case of a follow-on contract for the continued development or production of highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition.
- Unacceptable Delay. In the case of a follow-on contract for the continued development or production of highly specialized equipment or major component thereof, award to another contractor would result in unacceptable delays in fulfilling Marin Transit's needs.
- A single bid or proposal was received in response to a solicitation and competition was determined to be inadequate.
 - Adequate Competition. Competition is adequate when the reasons for few responses were caused by conditions beyond Marin Transit's control. Many unrelated factors beyond the District's control might cause potential sources not to submit a bid or proposal. If the competition can be determined adequate, the competition requirements shall be fulfilled, and the procurement shall qualify as a valid competitive award.
 - Inadequate Competition. Competition is inadequate when, caused by conditions within the District's control. For example, if the specifications used were unduly restrictive.
- An unusual and urgent need for the property or services exists such that Marin Transit would be seriously injured unless it were permitted to limit the solicitation. Marin Transit may also limit the solicitation when an urgent public need or emergency shall not permit a delay resulting from competitive solicitation for the property or services.

- FTA authorizes noncompetitive negotiations (e.g., in the original grant application and approval process).
- Substantial Duplication Costs. In the case of a follow-on contract for the continued development or production of highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition.

Sole source is not justified based on a failure to plan.

6.4.16.2 Documentation

When less than full and open competition is available the following procedures apply:

- A written sole source justification must be prepared justifying the decision based on the criteria in section 6.4.16 above.
- A cost analysis must be prepared or obtained verifying the proposed cost data, the projections of the data, and the evaluation of the costs and profits.

6.4.17 Options

An option is a unilateral right in a contract by which, for a specified time, Marin Transit may elect to purchase additional or alternative equipment, supplies, or services called for by the solicitation and/or contract, or may elect to extend the term of the contract. The use of options must be limited to quantities of goods or services that are reasonably anticipated to be required by Marin Transit during the term of the contract; options may not be included solely with the intent of assigning them to another entity in the future; however, contracts may include a provision allowing assignment to other agencies in the event of a change in Marin Transit's anticipated requirements, in accordance with FTA regulations and guidance.

The option quantities or periods must be defined in the solicitation; contained in the offer upon which a contract is awarded; and evaluated as part of the initial award process; i.e., the options must be evaluated in combination with prices for the base quantity to determine the low bidder. When an option has not been evaluated to determine the low bidder for award of the contract, exercise of the option shall be considered a sole source procurement and must be justified as such.

The exercise of an option must be in accordance with the terms and conditions of the option as stated in the initial contract, and an option may not be exercised unless it is determined that the option price is

better than prices available in the market or that the option is the more advantageous offer at the time the option is exercised, cost and other factors considered.

If sequential options (e.g., a series of one-year extensions) exist, the failure to timely and properly exercise any option shall void all subsequent options.

Marin Transit may exercise options in contracts of other public agencies (“piggybacking”) in accordance with FTA regulations and guidance. This process requires the following:

- A documented verification that the contract containing the option was procured in accordance with all FTA requirements, including obtaining copies of the relevant documents from the procuring agency.
- A separate contract or purchase order should be entered into between the vendor and Marin Transit.
- Where purchases are made from State or local purchasing schedules or contracts which do not include all FTA requirements, the necessary contract terms, representations and certifications may be added by agreement of the parties. However, the contract may not be modified to substantively change the product or services being acquired.

6.4.18 Electronic Commerce

Marin Transit may employ electronic commerce to conduct procurements; specifically electronic bidding or reverse auctions. In advance of using this procurement method written procedures must be established in compliance with FTA Circular 4220.1F, Chapter III, §3. f.

6.5 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) Marin Transit must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

7 CONTRACT COST AND PRICE ANALYSIS

7.1 Requirement

A cost or price analysis must be performed for every FTA-funded procurement action, including change orders in excess of the Simplified Acquisition Threshold of \$150,000. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation. FTA's "Pricing Guide for Grantees" provides guidance in performing the appropriate degree of cost or price analysis.

7.2 Independent Cost Estimate

Any cost or price analysis must be based on an independent cost estimate, which should be developed before a solicitation is issued, but in no event after the receipt of bids or proposals. For change orders, the independent estimate must be prepared without knowledge of the contractor's proposed pricing.

7.3 Cost Analysis

A cost analysis must be performed when the offeror is required to submit the elements (i.e., labor hours, overhead, materials, etc.) of the estimated cost. A cost analysis is not required when the pricing reflects a catalog or market price of a commercial product sold in substantial quantities to the general public or is based on prices set by law or regulation.

A cost analysis shall be necessary when adequate price competition is lacking, including sole source procurements (including change orders), unless

price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or on the basis of prices set by law or regulation. Where change orders involve items for which unit prices are included in the contract, a cost analysis is not required.

Profit is to be negotiated as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration should be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, and industry profit rates in the surrounding geographical area for similar work.

Costs or prices based on estimated costs for contracts shall be allowable only to the extent that costs incurred, or cost estimates included in negotiated prices are consistent with Federal cost principles allowable under Subpart E—Cost Principles of Part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards Price Analysis

A price analysis looks at the price as a whole without examination of its various components.

Several techniques may be used in performing a price analysis:

- Comparing prices to those obtained for previous procurements.
- Comparing prices to those obtained by other agencies for like items.
- Comparing the range of prices received for the procurement involved, a price more than 10 percent higher or lower than the other prices received may raise questions as to whether the bidder interpreted the bid requirements differently than did the other bidders and may render the bid price unreasonable.
- Requiring each bidder to certify that the prices offered are no higher than those charged other customers for items of similar quality and quantity.

A price analysis may be used in all instances where a cost analysis is not required to determine the reasonableness of the proposed contract price.

Adequate price competition may be determined to exist when the perception of competition exists, even if only one bid or proposal is received; conversely, the receipt of multiple bids or proposals with widely differing prices may not constitute adequate price competition.

8 CONTRACT PROVISIONS

8.1 Federal Contract Provisions

To the greatest extent possible, Marin Transit shall employ appropriate standard contract provisions for each type of procurement. Contract provisions are usually contained in a set of General Conditions, which are standard for all procurements of that type, and in a set of Special Provisions, which are customized to either: add to, delete, or modify portions of the General Conditions. Each contract shall include all Federally-mandated provisions, in accordance with the matrix contained in FTA Procurement Circular 4220.1F (“Circular”), Appendix D, and in Appendix A to the FTA Best Practices Procurement Manual, (“BPPM”).

8.2 Disadvantaged Business Enterprise (DBE)

In accordance with Marin Transit’s Disadvantaged Business Enterprise Policy, DBE firms shall have an opportunity to participate in awards of contracts and subcontracts. Solicitations shall state if there is a DBE goal for the project, and outreach shall be made to DBE firms and the DBE community.

8.3 Liquidated Damages

Marin Transit may use liquidated damages when it reasonably expects to suffer damages through delayed contract completion or lack of contractor performance. The rate and measurement standards shall be calculated to reasonably reflect Marin Transit’s costs should the standards not be met and shall be specified in the solicitation and contract. The assessment for damages is often established at a specific rate per day for each day beyond the contract’s delivery date or performance period. A measurement other than a day or another period of time, however, shall be established if that measurement is appropriate. The procurement file should include a record of the calculation and rationale for the amount of damages established. Any liquidated damages recovered on a Federally-funded project must be credited to the project account involved unless FTA permits otherwise.

8.4 Bonding Requirements

8.4.1 Construction

Marin Transit shall require bid, performance, and payment bonds in compliance with requirements for construction-related procurements as defined in FTA Circular 4220.1F, Chapter IV, §2. h, if Federal funds are involved. FTA requires, for all construction contracts in excess of the Federal small purchase threshold (currently \$150,000), that the contractor provide a bid bond equal to 5 percent of the bid amount; a performance bond for 100 percent of the contract price; and a payment bond equal to 100 percent of the contract price. A payment bond is executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided

for in the contract. On award, the security of an unsuccessful bidder shall be returned in a reasonable period of time, but in no event shall that security be held by the District beyond 60 days from the time the award is made.

8.4.2 Non-Construction

For non-construction contracts, bonding requirements are discouraged except where applicable law or regulation provides for such bonding, or Marin Transit determines that such a requirement is necessary as part of the overall risk management plan for a project. In making this determination, consideration should be given to the additional project costs to be expected, and the potential effect of limiting the vendor pool.

8.4.3 Alternate Method of Security

To the extent permitted by applicable law and regulation, Marin Transit may permit substitution of cash, a cashier's check made payable to the district, a certified check made payable to the district, or a bond executed by an admitted surety insurer made payable to the district.

No bond may be required unless the requirement is specifically identified in the solicitation document.

8.5 Industry Contracts

Marin Transit shall take special care when using an industry developed contract or contract that is provided by a bidder or offeror. Not only may that contract lack the required Federal provisions, but its terms may also be unfavorable to Marin Transit. This policy does not prohibit the use of industry forms, specifications, or contract terms when their use would benefit the District and would accommodate Federal requirements.

8.6 Levine Act

All solicitations shall include the following statement:

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract.

8.7 Non-Collusion Declaration

California PUC Section 7106 requires bidders on all public works contracts to declare under penalty of perjury that the bidder has not participated in various

collusive activities. This declaration is required for every bid on every public works contract. This declaration must also include a representation that the person executing the declaration on behalf of a corporation or other entity is fully empowered to execute the declaration.

8.8 Payment Provisions

8.8.1 Advance Payments

The use of FTA funds for payments in advance of the incurrence of costs by the contractor is generally prohibited, without prior written approval from FTA. FTA does permit advance payments from FTA funds for those purchases where advance payment is customary in the commercial marketplace such as utility services, rents and subscriptions. FTA approval of such advance payments is required when the amount exceeds \$100,000. Marin Transit should not make advance payments using other funds (including local match funds) except where (a) it is customary in the industry, or (b) there are sound business reasons (e.g. to enable a more cost-effective pricing structure) for doing so; in the latter case, the file shall be documented to fully justify the advance payment. In making this determination, consideration should be given to factors such as the additional cost of requiring a vendor to fund the purchase of costly equipment and materials for a custom-built piece of equipment, and the potential for restricting competition.

8.8.2 Progress Payments

Progress payments are to be made only for costs incurred and value received in the performance of the contract. "Value received" requires that Marin Transit must obtain title or other adequate security interest in the items paid for in the progress payment, through a bill of sale, or other documented security interest sufficient to establish ownership and exclude the items from any bankruptcy or other seizure of assets. In the case of studies or design contracts, this requirement may be satisfied by receipt and acceptance of a preliminary or final document. A contract involving progress payments must specify that all documents, designs, working papers and other materials for which a progress payment is made, complete or incomplete, become the property of Marin Transit. Progress payments for construction contracts may be made on a percentage of completion basis; this method may not be used for non-construction contracts.

9 RECEIPT AND EVALUATION OF BIDS AND PROPOSALS

9.1 Sealed Bids

Sealed bids must be received prior to the exact time specified in the IFB. Late bids are not acceptable and shall be returned to the bidder unopened. The

envelope of each bid received shall be stamped with the date and time of receipt, to verify timeliness. Bids shall be publicly opened, and the bid prices read. Each bid should be recorded in writing, including the name of the bidder and the bid price.

9.2 Competitive Proposals

Proposals must be received prior to the exact time specified in the RFP. Proposals are not publicly opened. A list of proposals shall be made available, including the name of the proposer and the number of copies received.

9.3 Responsiveness Review

Both bids and proposals are subject to requirements of responsiveness. Usually the requirement of responsiveness for a bid is more complex than for a proposal. This is because a bid is “locked in” at the time of receipt, and proposals are subject to discussions and negotiations. As a result, many items required with a sealed bid need not be submitted with a proposal. Responsiveness looks at the submittal as of the time it was received, and an offeror cannot later correct a deficiency. Any defect in an area of responsiveness requires the rejection of the bid or proposal. Consequently, only items essential to the award should be specified as matters of responsiveness. The submittal of product samples, for example, is usually better treated as a matter of responsibility. Generally, matters of responsiveness include timeliness of receipt, proper signatures for a commitment by the offeror to provide the items solicited, required DBE submittals, and, where required, bid bonds. Proper completion of the pricing form is a matter of responsiveness for sealed bids; any exception to the terms and conditions of an IFB renders a bid non-responsive.

9.4 Responsibility Review

Contractors must be capable of successfully performing under the terms and conditions of the proposed contract. The responsibility review considers the following:

- **Technical Capacity:** The necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them to perform the project successfully within the allocated time. This evaluation looks at the contractor’s staffing, management systems, equipment, and ability to accurately track costs and submit proper invoices. Possession of any required licenses should also be verified.
- **Financial Resources:** The necessary capital to finance the contract performance. This evaluation looks at the contractor’s financial statements, banking relationships and financial and credit history. Prior financial difficulties or even bankruptcies do not necessarily render a

contractor non-responsible but require a deeper look at its current financial situation.

- Past Performance: Any prior default or other failure to complete a contract should be investigated.
- Integrity and Ethics: Compliance with applicable laws and regulations, including affirmative action and DBE requirements, and other public policies. Any debarment or suspension at the Federal or State level should be investigated; Marin Transit shall not award a contract to a firm currently debarred or suspended by the Federal government or the State of California. The file for every procurement above the small purchase limit shall include documentation that the awardee is not listed on the U.S. General Services Administration's Excluded Parties List System or the State of California Department of Labor Standards Enforcement (DLSE) list of debarments found at <http://www.epls.gov> .

9.5 Evaluations

9.5.1 General

When evaluating bids or proposals, all evaluation factors specified in the solicitation documents should be considered, and the bids or offers should only be evaluated based on the evaluation factors included in those solicitation documents. Evaluation factors may not be modified after bids or proposals have been submitted without re-opening the solicitation.

9.5.2 Options

In awarding the contract that shall include options, the following standards apply:

- Evaluation Required. In general, Marin Transit shall evaluate bids or offers for any option quantities or periods contained in a solicitation if it intends to exercise those options after the contract is awarded.
- Evaluation Not Required. Marin Transit need not evaluate bids or offers for any option quantities if it determines that evaluation would not be in its best interests. An example of a circumstance that may support this determination not to evaluate bids or offers for option quantities is when Marin Transit is reasonably certain that funds shall not be available to permit it to exercise the option.

9.5.3 Evaluators

In addition to evaluators with experience in technical or public policy matters related to the procurement, other evaluators may also include auditors and financial experts to the extent that Marin Transit determines

would be necessary or helpful. Evaluation duties may be assigned to Marin Transit staff or to outside (including contracted) evaluators based on the proposal complexity and size.

10 CONTRACT ADMINISTRATION

10.1 Contract Administration

Contract administration ensures that Marin Transit and its contractors comply with the terms, conditions, and specifications of their contracts and applicable Federal, State and local requirements.

10.2 File Contents

For sealed bid procurements and competitive negotiations, the contract administration file should include the following:

- The executed contract and notice of award;
- Performance and payment bonds, bond-related documentation, and correspondence with any sureties;
- Contract-required insurance documentation;
- Post-award (pre-performance) correspondence from or to the contractor or other Governmental agencies;
- Notice to proceed;
- Approvals or disapprovals of contract submittals required by the contract and requests for waivers or deviations from contractual requirements;
- Modifications/changes to the contracts including the rationale for the change, change orders issued, and documentation reflecting any time and or increases to or decreases from the contract price as a result of those modifications;
- Documentation regarding settlement of claims and disputes including, as appropriate, results of audit and legal reviews of the claims and approval by the proper authority (i.e., city council, board of directors, executive director) of the settlement amount;
- Documentation regarding stop work and suspension of work orders and termination actions (convenience as well as default); and
- Documentation relating to contract close-out.

For small purchases and micro-purchases documentation may only need to consist of standard purchasing documents.

11 CHANGE ORDERS

11.1 Definition

A change order means an order authorized by Marin Transit directing the contractor to make changes, pursuant to contract provisions for such changes, with or without the consent of the contractor. There are two general types of change orders: (1) changes within the general scope of the contract; and (2) cardinal changes. A cardinal change means a major deviation from the original purpose of the work or the intended method of achievement, or a revision of contract work so extensive, significant, or cumulative that, in effect, the contractor is required to perform very different work from that described in the original contract. (An example of the difference would be a contract to build a garage: adding a window would be within the general scope of the contract, while adding a house would not.) A cardinal change can also be created by a series of incremental change orders that have the cumulative effect of changing the scope beyond the original intent of the parties. See section 3.6.4 for changes which are impermissible under Federal contracting requirements.

11.2 Submittal

Change orders may be initiated by either Marin Transit or the contractor. In either case, the formal process begins with a request by Marin Transit for the contractor to submit a proposal identifying both the scope and cost of the proposed change. The request should be detailed enough for the contractor to submit a firm fixed price, or hourly rates on a not-to-exceed basis, if the original contract was on a reimbursable-cost basis. If the proposed change shall affect the contract's insurance requirements, the change should be addressed in the request for a change proposal. Occasionally in construction, the precise scope of the work cannot be reasonably determined until the work is undertaken; in those cases, the change order may be issued on the basis of payment for time and materials, including a markup for overhead and profit. This pricing formula, however, should be used only when absolutely necessary, and the scope should only extend to the point where a firm price can be established.

11.3 Evaluation

The contractor's proposal should be reviewed and approved using the same evaluation process as was used in determining contractor responsiveness and responsibility in the original contract award. Responsiveness would address primarily whether the changed proposal adequately addresses the requested scope; responsibility issues would include price reasonableness (a cost or price analysis is required for every contract action, including change orders), schedule impacts; impact on the DBE goal, and the qualifications of the personnel or subcontractors proposed to perform the work. If the change

is outside the scope of the contract, it is considered a sole source procurement, and must be justified as such. Marin Transit must investigate whether other sources for the changed work are reasonably available and document the file accordingly. The same process should be followed for in-scope changes if the contractor's price cannot be determined to be fair and reasonable. Change orders are subject to negotiation.

11.4 Documentation

A separate file for change orders containing the documentation described above must be maintained as part of the procurement record.

12 CONTRACT CLOSEOUT

Prior to authorizing final payment on a project, it should be established that the work under the contract has been completed and the contract is ready for closeout. A contract is complete only after all deliverable items and services called for under the contract have been delivered and accepted by Marin Transit. These deliverable items include such things as reports, spare parts, warranty documents, and proof of insurance (where required by the contract terms).

APPENDIX A –

APPLICABILITY OF THIRD-PARTY CONTRACT CLAUSES
(excluding micro-purchases, except for construction contracts over \$2,000)

CLAUSE	TYPE OF PROCUREMENT				
	Professional Services/A&E	Operations/ Management/ Subrecipients	Rolling Stock Purchase	Construction	Materials & Supplies
No Federal government obligations to third parties by use of a disclaimer	All	All	All	All	All
Program fraud and false or fraudulent statements and related acts	All	All	All	All	All
Access to Records	All	All	All	All	All
Federal changes	All	All	All	All	All
Civil Rights (EEO, Title VI & ADA)	All	All	All	All	All
Incorporation of FTA Terms	All	All	All	All	All
Energy Conservation	All	All	All	All	All
Notification to FTA	All	All	All	All	All
Termination Provisions (not required of states)	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000
Debarment and Suspension	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
Buy America			>\$150,000	>\$150,000	>\$150,000 (for steel, iron, manufactured products)
Provisions for resolution of disputes, breaches, or other litigation	>\$150,000 (see Note)	>\$150,000 (see Note)	>\$150,000 (see Note)	>\$150,000 (see Note)	>\$150,000 (see Note)
Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Air	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Water	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Cargo Preference			Involving property that may be transported by ocean vessel	Involving property that may be transported by ocean vessel	Involving property that may be transported by ocean vessel

APPLICABILITY OF THIRD-PARTY CONTRACT CLAUSES
(excluding micro-purchases, except for construction contracts over \$2,000)

CLAUSE	TYPE OF PROCUREMENT				
	Professional Services/A&E	Operations/ Management/ Subrecipients	Rolling Stock Purchase	Construction	Materials & Supplies
<i>Fly America</i>	<i>Involving foreign transport or travel by air</i>	<i>Involving foreign transport or travel by air</i>	<i>Involving foreign transport or travel by air</i>	<i>Involving foreign transport or travel by air</i>	<i>Involving foreign transport or travel by air</i>
<i>Davis Bacon Act</i>				<i>>\$2,000 (including ferry vessels)</i>	
<i>Copeland Anti-Kickback Act Section 1 Section 2</i>				<i>All >\$2,000 (including ferry vessels)</i>	
<i>Contract Work Hours & Safety Standards Act</i>		<i>>\$100,000</i>	<i>>\$100,000</i>	<i>>\$100,000 (including ferry vessels)</i>	
<i>Bonding (not required of states)</i>				<i>>\$100,000 (including ferry vessels)</i>	
<i>Seismic Safety</i>	<i>A&E for new buildings &additions</i>			<i>New buildings &additions</i>	
<i>Transit Employee Protective Arrangements</i>		<i>Transit operations funded with Section 5307, 5309, 5311 or 5316 funds</i>			
<i>Charter Service Operations</i>		<i>All</i>			
<i>School Bus Operations</i>		<i>All</i>			
<i>Drug and Alcohol Testing</i>		<i>Transit operations funded with Section 5307, 5309 or 5311 funds</i>			
<i>Patent Rights</i>	<i>Research &development</i>				

APPLICABILITY OF THIRD-PARTY CONTRACT CLAUSES
(excluding micro-purchases, except for construction contracts over \$2,000)

CLAUSE	TYPE OF PROCUREMENT				
	Professional Services/A&E	Operations/ Management/ Subrecipients	Rolling Stock Purchase	Construction	Materials & Supplies
<i>Rights in Data and Copyrights requirements</i>	<i>Research & development</i>				
<i>Special DOL EEO clause for construction projects</i>				<i>>\$10,000</i>	
<i>Disadvantaged Business Enterprises (DBEs)</i>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>
<i>Prompt Payment</i>	<i>All if threshold for DBE program met</i>	<i>All if threshold for DBE program met</i>	<i>All if threshold for DBE program met</i>	<i>All if threshold for DBE program met</i>	<i>All if threshold for DBE program met</i>
<i>Recycled Products</i>		<i>Contracts for items designated by EPA, when procuring \$10,000 or more per year</i>		<i>Contracts for items designated by EPA, when procuring \$10,000 or more per year</i>	<i>Contracts for items designated by EPA, when procuring \$10,000 or more per year</i>
<i>ADA Access</i>	<i>A&E</i>	<i>All</i>	<i>All</i>	<i>All</i>	
<i>Special Notification Requirements for States</i>	<i>Limited to states</i>	<i>Limited to states</i>	<i>Limited to states</i>	<i>Limited to states</i>	<i>Limited to states</i>

APPENDIX B – FEDERAL CERTIFICATIONS REPORTS AND FORMS

CERTIFICATIONS, REPORTS, AND FORMS	COMMENTS
Bus Testing Certification	All procurements of new model transit buses and vans and existing models being modified with major changeover changes.
TVM Certification	All rolling stock procurements.
Buy America Certification	Procurements of steel, iron or manufactured products exceeding \$100,000.
Pre-award Review	FTA Annual Certification for any rolling stock procurement.
Pre-award Buy America Certification	Rolling stock procurements exceeding \$100,000.
Pre-award Purchaser's Requirement	All rolling stock procurements.
Post Delivery Review	FTA Annual Certification for any rolling stock procurement.
Post Delivery Buy America Certification	Rolling stock procurements exceeding \$100,000.
Post Delivery Purchaser's Requirement	All rolling stock procurements to the extent required by Federal law and regulations.
On-Site Inspector's Report	Rolling stock except for procurements of: <ul style="list-style-type: none"> • 10 or fewer vehicles • 20 or fewer vehicles serving rural areas or small urbanized areas • Any amount of primary manufactured standard production and unmodified vans that after visual inspection road testing meet the contract specifications
Federal Motor Vehicles Safety Standards Pre-award Review and Post Delivery	Motor vehicle procurements
Lobbying	Procurements exceeding \$100,000
Standard Form LLL and Quarterly Updates (when required)	Procurements exceeding \$100,000 where contractor engages in lobbying activities.



711 grand ave, #110
san rafael, ca 94901

ph: 415.226.0855
fax: 415.226.0856
marintransit.org

November 7, 2022

Honorable Board of Directors
Marin County Transit District
3501 Civic Center Drive
San Rafael, CA 94903

SUBJECT: Purchase Agreement with A-Z Bus Sales, Inc. for Replacement of Ten Accessible Vehicles

Dear Board Members:

board of directors

stephanie moulton-peters
president
supervisor district 3

katie rice
vice president
supervisor district 2

eric lucan
2nd vice president
city of novato

judy arnold
director
supervisor district 5

kate colin
director
city of san rafael

damon connolly
director
supervisor district 1

dennis rodoni
director
supervisor district 4

brian colbert
alternate
town of san anselmo

RECOMMENDATION: Authorize General Manager to complete the purchase agreement with A-Z Bus Sales for ten accessible vans for an amount not to exceed \$1,020,000.

SUMMARY:

Staff recommends that your Board authorize the General Manager to purchase ten accessible vans to replace cutaway vehicles that are beyond their useful life. Attachment A provides a vehicle description and seating layout.

Your board had previously approved a purchase of five transit vans in November 2021. CalACT, the purchase contract owner, was forced to cancel this order in September 2022 after the vehicle manufacture notified all parties they would not be able to deliver the vehicles as ordered. Supply chain shortages prevented availability of the required drive train and the manufacturer cancelled the order as allowed under the force majeure contract clause. The current order combines the previously canceled order of five vans from FY21/22 with another scheduled replacement of five vans in FY22/23 for a total of ten vans.

The District will procure these vehicles through an updated cooperative vehicle purchasing agreement with the Morongo Basin Transit Authority (MBTA) and CalACT. The cooperative agreement enables transit agencies to purchase a variety of vehicles from different vendors and manufacturers, while avoiding the administrative burden of issuing bid packages. This arrangement reduces agency costs and the time required to purchase smaller quantities of vehicles. Use of this agreement complies with federal statutes and regulations applicable to all third-party contracts.

The replacement vehicles were selected from the list of pre-approved vehicles covered by the cooperative agreement and will replace cutaway paratransit vehicles that are beyond their useful life of 6 years. Cutaway vehicles will be replaced with accessible Ford Transit vans, with space to accommodate two oversized

wheelchairs. Transit vans were selected for increased fuel efficiency, rider comfort and availability. The new vans will be similar make and model as the four Transit vans currently used for Marin Transit Connect services, with a slightly larger wheelbase, higher roof, bus doors, and a seating layout to better accommodate ADA passengers. The vehicles will be decaled and equipped with a farebox and security cameras consistent with the paratransit fleet.

In preparing to replace the vehicles, Marin Transit evaluated available zero-emission battery electric van and cutaway options. The CalACT contract released in 2022 includes electric vans that are eligible for federal funding but there are no battery electric vehicles capable of traveling the distances and grades required for county-wide paratransit service. Marin Transit will be purchasing one battery electric paratransit vehicle in 2023 as a pilot program.

FISCAL IMPACT:

The total cost of the purchase order with A-Z Bus Sales for the ten vehicles will not exceed \$980,000. Eighty percent of this purchase is funded through Federal Transit Administration Section 5307, with the remaining amount from local Measure AA Sales Tax revenues.

This purchase is included in Marin Transit's FY2022/23 Budget as two projects:

PD- Purchase 5 paratransit replacements	\$505,000
PF – Purchase 5 paratransit replacements	<u>\$515,000</u>
	\$1,020,000

Additional costs included in this purchase include decaling, inspections, equipment installation and staff time.

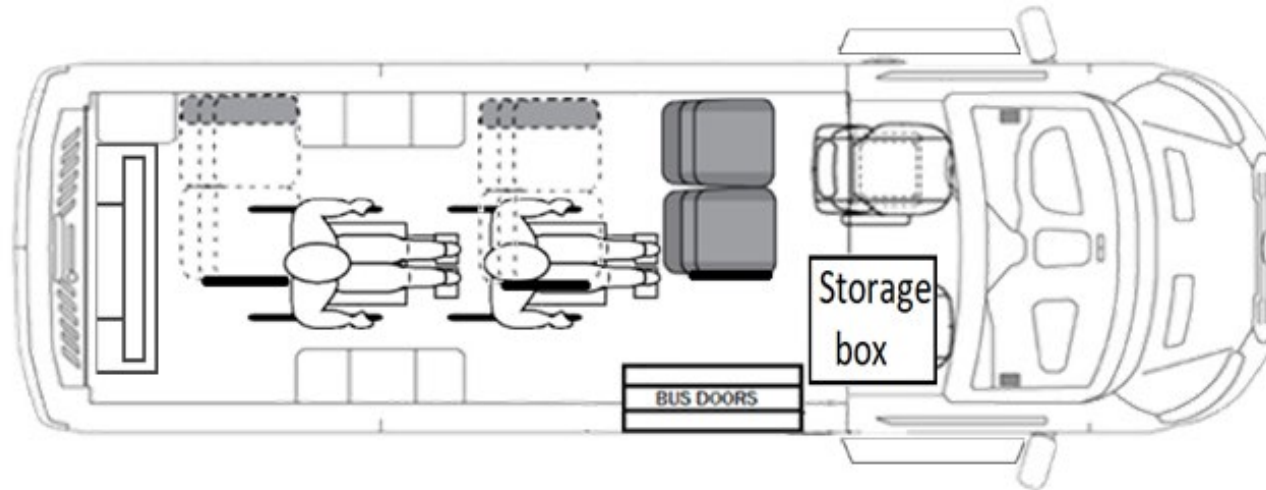
Respectfully submitted,



Keith Green
Capital Analyst

Attachments: Vehicle Description & Seating Layout, and Dealer Quote

Marin Transit



Type V, Nor Cal Van/Driverage, 6 passenger + 2 wheelchairs

Bus Door + Storage compartment



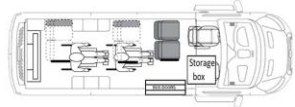
Customer:	Marin Transit	
Address:	711 Grand Ave, Suite 110	County: Marin
City:	San Rafael	Zip Code: 94901
Contact:	Keith Green	Office Phone: 415-226-0870
Email Address:	kgreen@marintransit.org	Cell Phone:
Sales Representative:	Clay Hartman	Type: V-Ford Transit 350EL, Nor Cal Van

Quote Date:	10/127/2022
Expires:	
DSI Account:	
FIN Code:	
Model:	HR 350EL

QTY	Option Description	Contract Price
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NOR CAL VAN , TYPE V Ford Transit 350EL		
1	Ford Transit 350EL	Nor Cal Van Chassis, Ford Transit 350EL, 148" W/B"
		Sub-Total Base Unit \$ 64,854.00

PUBLISHED OPTIONS		
1	Transit Style Entrance door (requires 350EL body style)	\$ 9,226.00
1	Eco boost engine deleted below	Included
2	8100 Q-Straint ILO 360 series	\$ (141.00)
1	Rear Mounted NHTSA Compliant Braun Century Lift	N/C
1	Delivery Zone 4	\$ 339.00
1	Go-ES Double Seat with Arm Rest (directly behind drivers seat)	\$ 1,133.00
1	Document Fees, DMV	\$ 80.00
1	State Fees, Tire Tax @1.75 per tire	\$ 12.25
		Sub-Total Published Options 10,508.25



NON PUBLISHED OPTIONS		
1	Seon 4 Camera system. All interior views. (allowance pending Seon Proposal)	4,500.00
1	Custom storage box over Pilot Seat location	850.00
1	Vertical Stanchion pole in storage box for Fare Box mounting	225.00
1	2023 Chassis HR Non-Eco Boost chassis at Ford Price Level 330 in lieu of 2022 chassis. Subject to MBTA approval	6,713.00
2	TDSS system on bottom of foldaway seats for belt storage	111.00
1	Drivers Side Step Running Board at Drivers Door	375.00
1	Extended Range Fuel Tank, 31 gallons, Ford OEM, In lieu of 26 gallons	380.00
1	Mounting brackets for the Diamond Donation Box. Keyed to match Marin Fleet. (Marin Transit to install)	185.00
1	Q-Straint Q-3009 Walker Storage, mounted on curb side between bus door and wheelwell.	573.00
1	Privacy Tint on side windows, Ford OEM	575.00
1	Marin decal/graphics package	745.00
2	Delete single passenger seat position from Curb side of van	(230.00)
1	Delete 1 w/c tie down position s/p	(425.00)
1	Delete (1 double foldaway seat) s/p	(725.00)
1	Above pricing is base on a Valid GPC Ford FIN code and a GPC rebate amount of \$800, & price protection at \$1,200	
		Sub-Total Non-Published Options 13,733.00

SUMMARY SPECIFICATION SUMMARY		
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Model Year: 2023	Make: Nor Cal Van	Wheelchair Lift Model: Braun
Type: Ford Transit 350EL	Chassis: Ford Transit 350 EL	Wheelchair Lift Location: Rear
Passenger Capacity: 6 seated, 2 wheelchair	Wheelbase: 148	Number of Tie Downs: 2
Seat Fabric: Ford OEM Charcoal Vinyl	Engine: 3.5 V-6 (not an Eco Boost engine)	Alternator: OEM Ford
Air Conditioning System: FORD OEM	GVWR: 10,360	Tie Down Type: Q'Straint 8100
Exterior Color/Graphics: White with Marin Graphics	Body Length: 22 FT	Estimated Delivery: April/May 2023



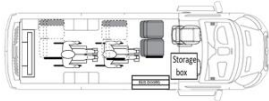
MBTA CalACT Cooperative RFP 20-01

Customer:	Marin Transit		Quote Date	10/12/2022
Address:	711 Grand Ave, Suite 110	County:	Marin	Expires
City:	San Rafael	Zip Code:	94901	
Contact:	Keith Green	Office Phone:	415-226-0870	DSI Account:
Email Address:	kgreen@marintransit.org	Cell Phone:		FIN Code
Sales Representative	Clay Hartman	Type	V-Ford Transit 350EL, Nor Cal Van	Model
				HR 350EL

QTY	Option Description	Contract Price
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SUMMARY STANDARD BID FEATURES & EQUIPMENT		
Ford OEM Body construction	195/75R16	
Seon 4-Camera System	3.5L V-6 , 10 speed automatic transmission	
Rear wheelchair Lift, Braun Century	148" Wheelbase	
Passenger Bus Type Entry door, dual leaf outward opening	3.73 or 4.10 Rear Axle Ratio	
Headroom Height Interior, 77"	10,360 lb GVWR	
Exterior Height 110"	Rear Axle: Dual Tires.	
Overall Length 263.9"	OEM Ford Air Conditioning and Heat	
Q-Straint L Track	AM FM Stereo	
Altro Flooring in w/c area.	Reverse Backing camera	

CONTRACT PRICING SUMMARY



Base Unit as Specified	64,854.00	
Published Options	10,508.25	
Non-Published Options	13,733.00	
Sub-total per Unit	89,095.25	
Mobility Aid Rebate shown for tax purposes	1,000.00	reversed out below
ADA Portion (non-taxable)	16,628.25	
Taxable amount on which tax is collected	73,467.00	
Sales Tax on taxable amount	6,795.70	9.250% San Rafael
MBTA CalACT procurement fee of 1.5% of Sub Total	1,336.43	
Mobility Aid reduction	(1,000.00)	reversal from above
Grand Total, Each	97,227.38	
Qty	10	
Grand Total	972,273.76	

Clay Hartman 10/27/2022

Signature	Signature	Date
Clay Hartman, A-Z Bus Sales, Inc	Print Name	
Print Name	COMPANY/AGENCY	



711 grand ave, #110
san rafael, ca 94901

ph: 415.226.0855
fax: 415.226.0856
marintransit.org

November 7, 2022

Honorable Board of Directors
Marin County Transit District
3501 Civic Center Drive
San Rafael, CA 94903

SUBJECT: Contract with Arntz Builders, Inc. for the Construction of Fencing and Landscaping Improvements at 600 Rush Landing.

board of directors

Dear Board Members:

stephanie moulton-peters
president
supervisor district 3

RECOMMENDATION: Authorize Board President to execute a contract with Arntz Builders, Inc. for an amount not to exceed \$1,496,263.

katie rice
vice president
supervisor district 2

SUMMARY:

Staff recommends that your Board authorize the Board President to enter into an agreement with Arntz Builders, Inc (Arntz Builders) for the construction of the fencing, security, and landscaping improvements at 600 Rush Landing Road in Novato. This project is a second phase of improvements at Rush Landing. The first phase was to install battery electric bus charging for four Battery Electric Buses. This second project phase will upgrade the fencing surrounding the property making it more secure and provide a reinforced barrier between Highway 101 and the property's west side. This barrier will provide protection to the District's transit buses and electrical infrastructure from vehicular accidents on the adjacent roadway. The project will also make security upgrades including new lighting and a new site access gate and improve landscaping to meet City of Novato codes.

eric lucan
2nd vice president
city of novato

judy arnold
director
supervisor district 5

kate colin
director
city of san rafael

Marin Transit released an Invitation for Bids (IFB) for this project on August 16, 2022 and held a public bid opening on September 21, 2022. Three bids were received from Ghilotti Bros. Inc, CWS Construction Group Inc, and Arntz Builders. Arntz Builders was the apparent low bidder. The table below shows the bids received.

damon connolly
director
supervisor district 1

Bid Submitted by	Bid Amount
Arntz Builders	\$1,496,263
CWS Construction Group Inc	\$1,632,205
Ghilotti Bros., Inc	\$1,867,742

dennis rodoni
director
supervisor district 4

brian colbert
alternate
town of san anselmo

Bid Analysis by Marin Transit and the Project's Construction Manager, John Collins, determined that Arntz Builder's bid was both responsive and responsible, and meets all the construction

requirements, thereby confirming them as the low bidder. The Intent to Award to Arntz Builders was issued October 31, 2022.

Once the contract is awarded, staff expects construction to begin in late November 2022 and anticipates completion in April 2023.

FISCAL IMPACT: The bid came in over the Engineer's estimate by 21 percent but within the budgeted amount. The construction costs for this contract with Arntz Builders will not exceed \$1,496,263. These costs are included in the FY 2023 Budget as FS – Facility – Rush Landing Improvements. The project is funded with District Capital Reserve funding.

Respectively submitted,

A handwritten signature in black ink, appearing to read "Anna Penoyar". The signature is fluid and cursive, with a large initial "A" and a long, sweeping underline.

Anna Penoyar
Capital Projects Manager

Attachment: Agreement between Marin County Transit District and Arntz Builders, Inc.

Contract # 1149

MARIN COUNTY TRANSIT DISTRICT

PROJECT NO. C2022-01

THIS AGREEMENT made and concluded, in triplicate, this 7th day of November, 2022 between the Marin County Transit District, party of the first part, and Arntz Builders, Inc, CONTRACTOR, part of the second part.

ARTICLE I, WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the Payment Bond and Performance Bond, bearing even with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the District Engineer for:

600 RUSH LANDING IMPROVEMENTS PHASE 2

in accordance with the Special Provisions hereto annexed and also in accordance with the Standard Plans, dated 2018, the Standard Specifications dated 2018, and the Equipment Rental Rates and General Prevailing Wage Rates of the Department of Transportation (attached to the Contract Documents) which said Special Provisions, Standard Plans, Standard Specifications, and Equipment Rental Rates and General Prevailing Wage Rates are hereby specially referred to and by such reference made a part hereof.

The work to be done is shown on plans entitled:

**600 RUSH LANDING IMPROVEMENTS PHASE 2
600 RUSH LANDING ROAD
PROJECT NO. C2022-01**

APPROVED: On November 7, 2022, which said project special provisions and project plans are hereby made a part of this contract.

ARTICLE II. The said party of the first hereby promises and agrees with said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III. The State general prevailing wage rates determined by the Director of Industrial Relations are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid of bid of said

Contractor, then this instrument shall control, and nothing herein shall be considered as an acceptance of the said terms of said bid conflicting herewith.

ARTICLE IV. By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in **conformance** with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V. Said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the **Marin County Transit District**, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension on or discontinuance of work and for well and faithfully completing the work and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them to wit:

Not to exceed: \$1,496,263

IN WITNESS WHEREOF, the Parties of these presents have hereunto set their hands the year and date first above written.

By: _____
President, Board of Directors

By: _____
Clerk

CONTRACTOR

By: _____

(Print Name)



Marin County Transit District Board Meeting Dates for 2023

711 grand ave, #110
san rafael, ca 94901

ph: 415.226.0855
fax: 415.226.0856
marintransit.org

Board meetings are typically at 10 am the first Monday of the month. Until further notice the Marin County Transit District meetings will be held remotely via Zoom. Meeting format and schedule may be updated due to changes in COVID-19 State of Emergency orders or availability of Marin County Board of Supervisors' Chambers. Schedule adjustments are shown in bold.

DATE	TIME	LOCATION
January 9	10AM - 12PM	Zoom
February 6	10AM - 12PM	Zoom
March 6	10AM - 12PM	Zoom/Civic Center
April 3	10AM - 12PM	Zoom/Civic Center
May 1	10AM - 12PM	Zoom/Civic Center
June 5	10AM - 12PM	Zoom/Civic Center
July 10	9:30AM - 11:30AM*	Zoom/Civic Center
August 7	10AM - 12PM	Zoom/Civic Center
September 11	9:30AM - 11:30AM*	Zoom/Civic Center
October 2	10AM - 12PM	Zoom/Civic Center
November 6	10AM - 12PM	Zoom/Civic Center
December 4	10AM - 12PM	Zoom/Civic Center



marin transit

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November 7, 2022

Honorable Board of Directors
Marin County Transit District
3501 Civic Center Drive
San Rafael, CA 94903

SUBJECT: Annual Update on School Services

Dear Board Members:

board of directors

stephanie moulton-peters
president
supervisor district 3

katie rice
vice president
supervisor district 2

eric lucan
2nd vice president
city of novato

judy arnold
director
supervisor district 5

kate colin
director
city of san rafael

damon connolly
director
supervisor district 1

dennis rodoni
director
supervisor district 4

brian colbert
alternate
town of san anselmo

RECOMMENDATION: Information only.

SUMMARY: In August of 2021, Marin Transit reintroduced its school transportation services to the public as schools began transitioning back to in-person education after the pandemic. Although these services have been operating at a reduced level of frequency in comparison to pre-pandemic service levels, some of these programs are showing signs of growth and improvement, whereas others are still being inhibited due to driver shortages and other factors.

In the attached presentation, staff will provide a summary of these programs and an update on their status.

FISCAL/STAFFING IMPACT: None associated with this report.

Respectfully submitted,

Christopher Whitlock
Senior Operations Analyst

Attachment: 2022-23 School Transportation Services Presentation



Marin Transit's School Transportation Services

November 7, 2022

Supplemental School Routes

- 6 Supplemental School Routes
- 26 peak hour weekday bus trips

Youth Pass

- 1551 annual passes distributed to students in 2021/22
- 29 public and private schools participated
- 95% distributed free to income-qualified students

COM Pass Program

- Route 22 service expansion



Measure AA Yellow Bus Funding

- \$750,000 annually for three years beginning in FY 2023
- Existing/new regular home to school bus programs
- Funding distributed on a formula basis to five school districts



Ross Valley Yellow Bus

- Joint Committee established January 2019
- 5 buses providing 18 trips daily
- 349 students with a pass



Christopher Whitlock

Senior Operations Analyst

cwhitlock@marintransit.org



marin transit

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san rafael, ca 94901

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fax: 415.226.0856
marintransit.org

November 7, 2022

Honorable Board of Directors
Marin County Transit District
3501 Civic Center Drive
San Rafael, CA 94903

SUBJECT: Muir Woods Shuttle Update

Dear Board Members:

board of directors

stephanie moulton-peters
president
supervisor district 3

katie rice
vice president
supervisor district 2

eric lucan
2nd vice president
city of novato

judy arnold
director
supervisor district 5

kate colin
director
city of san rafael

damon connolly
director
supervisor district 1

dennis rodoni
director
supervisor district 4

brian colbert
alternate
town of san anselmo

RECOMMENDATION: Information only.

SUMMARY: In partnership with the National Park Service, Marin Transit has provided the Muir Woods Shuttle for visitors to the National Monument for the past 13 years. The shuttle provides visitors with a convenient way to visit the Woods and helps reduce congestion in West Marin.

In May of 2022, staff presented its annual evaluation report on the Muir Woods Shuttle that documents the Shuttle’s performance during the calendar year 2021. This presentation also included planned changes to the program in 2022 including restoring the 66F alignment to Sausalito and testing a relocation of the Pohono Park and Ride operation to the Larkspur Ferry Terminal. The following letter and attached presentation summarize the results of staff’s evaluation of these changes and outlines upcoming actions to support the program in 2023.

2022 Changes

The Sausalito Shuttle alignment (66F) was restored during Memorial Day 2022 after a two-year suspension following the pandemic. Service on this alignment was offered weekends and holidays between May 28 and September 5, 2022 and offered weekdays between June 20 and August 12, 2022. Weekday service offered a total of 15 daily trips and weekends and holidays offered 10 trips to the Woods. An estimated 10,900 visitors used this service from Sausalito between May 28 and September 5, 2022.

Effective June 4, 2022, the Pohono Park and Ride pickup location was moved to the Larkspur Ferry Terminal to test if this alternative location would improve the visitor experience and better support the operational needs of the service. Service from this location was offered weekends and holidays and is the current pickup location for shuttle service to the Woods. Between May 28 and September 5, 2022 a total of 21 daily trips were offered on weekends and holidays to Muir Woods and 10,800 passengers used the service.

Larkspur vs Pohono Pickup Location

The relocated Larkspur pickup location offered staff an opportunity to test a new stop to address some of the ongoing challenges and shortcomings with the Pohono parking lot option. Staff were specifically testing the following elements of the relocated location:

- Operational Impacts
- Schedule Impacts/Service Levels
- Passenger Amenities/Onsite Information
- Access and Transit Connections
- Passenger Wayfinding

In addition to monitoring operations and interviewing operators during the summer months, staff administered a passenger survey in August of 2022. A total of 274 responses were collected from passengers riding on both the Sausalito and Larkspur services. Historic survey data from passengers at Pohono (collected in 2016) was used to compare and develop a service plan for operations going into the 2023 season.

In evaluating the three different pickup locations for the shuttle, staff considered five factors including operations, service levels, passenger amenities, onsite rider information/staffing, and wayfinding (ease of finding). Table 1 below shows how each site ranked or scored in these categories. The ratings provided for operations and service levels are based on feedback from the drivers, support staff onsite, and the scheduling team. The scores for the other three categories are based on the percent of passenger who rated these attributes of the stop as “good” or “very good” on recent passenger surveys.

Table 1: Muir Wood Shuttle Stop Ratings & Scores

Shuttle Stop	Operations Score	Service Levels	Passenger Amenities	Onsite Information / Staffing	Wayfinding (Ease of Finding)
	Operator Feedback		Passenger Survey Results*		
Pohono	+	+++	54	76	85
Larkspur	+++	++	49	82	85
Sausalito	++	+	47	79	69

* Value indicates the percentage of riders that responded as either “good” or “very good” when asked about these attributes of the stop on passenger surveys. Survey results for Larkspur and Sausalito were obtained in the summer of 2022 and Pohono was obtained in 2016.

Overall, the feedback obtained from the Operations Team and passengers on the Larkspur pickup location was very positive. The facility was well suited to accommodate the parking needs of those who drove to the shuttle and offered bus, train, and ferry connections for those who chose not to drive. Compared to the commercial/office parking environment at the Pohono location, the ferry terminal passenger loading area was purpose-built as a park and ride lot to accommodate buses and offers space for transit drivers to queue before loading passengers and while on break. The adjacent Marin Country Mart shopping center offered visitors a convenient option for food/beverage and shopping before or after their trip to the woods. Perhaps the most significant benefit of the new location was the absence of flooding that is

experienced at the Pohono location during King Tide periods which restricts all transit operations leading to cancellation of pre-scheduled reservations and suspension of shuttle operations. It's also important to note that due to the shared nature of Pohono and Larkspur, we are unable to use these locations on weekdays and Sausalito is the designated stop for any weekday service. These factors give the Larkspur lot the highest score in the Operations category.

The Larkspur stop location is approximately five miles further away from Muir Woods when compared to the Pohono location. To accommodate the longer travel distance, the shuttle travel time was increased on the schedules from 35 minutes to 45 minutes. The travel time from the Woods to Sausalito is 55 minutes. Historically, during peak weekends/holidays when both Pohono and Sausalito stops were served on the same day, a total of 12 vehicles were used and 54 trips to the woods were offered. This summer, due to driver shortages and the longer runtime from Larkspur, only 31 daily trips were offered to the woods on nine vehicles. This information is summarized in Table 2 below.

Table 2: Peak Weekend Service Levels (2019 vs 2022)

Shuttle Stop	2019 Summer (Weekends/Holidays)		2022 Summer (Weekends/Holidays)	
	# Daily Trips to Woods	# of Buses	# Daily Trips to Woods	# of Buses
Pohono	46	9	-	-
Larkspur	-	-	21	6
Sausalito	8	3	10	3
Total	54	12	31	9

The lowest scoring attribute of all stops was related to passenger amenities. At all locations, only about half of all riders felt the amenities were “good” or “very good”. Absent a permanent and dedicated facility for the service, this attribute has, and will continue to be a challenge for the District.

Larkspur rated highest of the three stops in the categories of onsite information/staffing and wayfinding, with Pohono rated the next highest. Like the passenger amenities category, the lack of a dedicated facility makes investments in permanent signage and wayfinding challenging and results in manual setup and posting of information when the service is operating.

Staff also collected information on where riders were coming from for each of the stops. This data was obtained from the 2016 and 2022 surveys and the results are shown in Table 3 below. The results show that most riders using Sausalito were originating in San Francisco while the majority in Larkspur were coming from destinations east (East Bay, Solano, Napa, & Sacramento). Perhaps the most encouraging results came from how people got to the shuttle at each pickup location. In 2016, 25% of Sausalito shuttle passengers took the bus or ferry to get to the stop. In 2022, this percentage grew to 45% taking bus or ferry.

Table 3: Shuttle Passenger Origins (2016 vs 2022)

Shuttle Stop	Pohono	Sausalito	Larkspur	Sausalito	Sausalito (2016 vs 2022)
Survey Year	2016		2022		
San Francisco	51%	77%	28%	85%	+8%
Marin County / Sonoma County	6%	10%	15%	2%	-8%
East Bay + Sacramento*	15%	7%	35%	9%	+2%
South Bay	20%	3%	18%	3%	-
Other	8%	3%	4%	1%	-2%
Total	100%	100%	100%	100%	-

* includes Solano and Napa Counties

2023 Service Outlook

Based on the assessment results and successful experience operating from the Larkspur Ferry Terminal, staff plan to continuing to use this stop for weekend and holiday service through the end of the current fiscal year (June 30, 2023) and continuing to use the Sausalito stop for any weekday service offered during this timeframe. Marin Transit has extended its license agreement with the Golden Gate Bridge Highway & Transportation District through the end of June 2023 to provide the stop at Larkspur Ferry Terminal.

The current operations contract for the Muir Woods Shuttle terminates on June 30, 2023. Staff released a request for proposal (RFP) on October 31, 2022 to obtain new pricing and terms to perform this service over the next four to seven year period. This RFP was released as a standalone service package for only Muir Woods Shuttle service and will transition the program from public transit service to a more traditional reservation-based shuttle program to support the goals of the National Park System. The results of this procurement effort will help define how services under this program will be delivered in the later part of calendar year 2023 and subsequent years. Staff will return to your Board with a recommended contractor selection and service plan in Spring 2023.

FISCAL IMPACT:

This is an information item only and has no fiscal impact.

The relocation of the boarding location discussed in the letter did have a fiscal impact that was within the District's adopted operations budget. The 10-minute increase in the one-way route length, from 35 minutes to 45 minutes, reduces the numbers of trips that can be operated in a revenue hour by approximately 20%. To operate within a similar budget, fewer trips are operated, and the number of passengers may decrease if the shuttle is at capacity. The change may have an associate loss in fare revenue estimated to be less than \$350 per day or \$2,700 per month.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Betts', written in a cursive style.

Robert Betts
Director of Operations & Service Development

Attachment: Presentation



Muir Woods Shuttle Update

November 7, 2022

Restored Service to Sausalito (66F)

- May 28-September 5, 2022 (weekends and holidays) – 10 trips per day
- June 20-August 12, 2022 (weekdays) – 15 trips per day
- 10,900 visitors served in 2022



Relocated the Pohono Service to Larkspur Ferry Terminal

- May 28-September 5, 2022 (weekends and holidays) – 21 trips per day
- 10,800 visitors served between May 28-September 5, 2022
- Current weekend/holiday operation continues from this location



Staff Considered Five Factors

- Operational Impacts
- Schedule Impacts/Service Levels
- Passenger Amenities/Onsite Information
- Access and Transit Connections
- Passenger Wayfinding

Operator, Management Team, & Scheduling Input

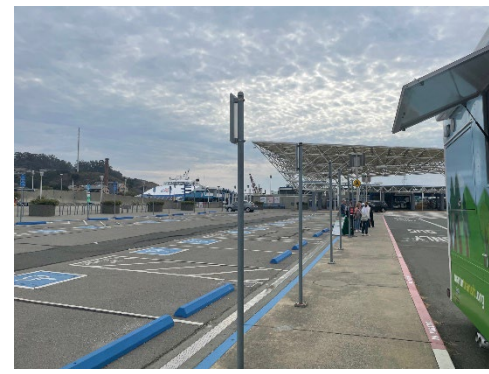
Passenger Surveys



Pohono vs Larkspur Evaluation Scoring

Shuttle Stop	Operations Score	Service Levels	Passenger Amenities	Onsite Information / Staffing	Wayfinding (Ease of Finding)
	Operator Feedback		Passenger Survey Results*		
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Pohono vs Larkspur Service Comparison



Shuttle Stop	2019 Summer (Weekends/Holidays)		2022 Summer (Weekends/Holidays)	
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Pohono	46	9	-	-
Larkspur	-	-	21	6
Sausalito	8	3	10	3
Total	54	12	31	9

Pohono vs Larkspur Transit Access



Pohono



Route 17

Route 61

Route 150 (GGT)

3%

Larkspur



Route 228



Larkspur-SF (GGT)



SMART

2%

Sausalito



Route 17

Route 61

Route 130 (GGT)



Sausalito-SF (GGT)

Blue & Gold

46%

46%

Muir Woods Shuttle Passenger Origins (2016 vs 2022)



Shuttle Stop	Pohono	Sausalito	Larkspur	Sausalito	Sausalito (2016 vs 2022)
Survey Year	2016		2022		
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East Bay + Sacramento*	15%	7%	35%	9%	+2%
South Bay	20%	3%	18%	3%	-
Other	8%	3%	4%	1%	-2%
Total	100%	100%	100%	100%	-

- Continue weekend/holiday operations from Larkspur, suspend Pohono
- Operate weekday service from Sausalito, as needed
- Release Request for Proposal (RFP) for Operations & Maintenance of Muir Woods Shuttle
 - Start of new contract: July 1, 2023
 - Term to last 4-7 years
 - Transition away from traditional public transit service

Robert Betts

Director of Operations & Service Development

rbetts@marintransit.org